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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE LORD CHANCELLOR has come to the rescue of Court of Appeal No. 1 in place of Lord Justice ROMER, but this arrangement does not in any way meet the objection arising from the non-representation of the equity element; and in case of appeals to the House of Lords from cases decided while the Lord Chancellor is present, may give rise to difficulty.

THERE WAS a sensible letter in the *Times* the other day about the absence of judges from the bench, *apropos* of Sir F. JEUNE'S departure from the courts, and the irregularity of attendance of other judges. As a correspondent of our own pointed out last week, the Court of Appeal is remarkable for the number of holidays enjoyed by its judges. The fact is, if we may bluntly say so, that there is no one to look after the learned judges; and this is one of the many mistakes made on the passing of the Judicature Acts. In the old times the chief of each of the common law courts would speedily have called to account any of his brethren who took an unwarranted holiday; but when the separate chiefs were abolished no one was invested with personal responsibility for the conduct of the courts. The Lord Chief Justice was made nominal President of the High Court "in the absence of the Lord Chancellor," and the Lord Chancellor was made nominal President of the Court of Appeal, but nothing was said as to the duties of the President. The result is that certain of the judges (except those of the Chancery Division) do practically as they like as to taking holidays. The odd thing is that in the old times the judges of the Chancery Division used to rise at their own sweet will for a few days in the middle of a long sitting, whereas they are now honourably distinguished by their unremitting attention to business.

IT IS NOTEWORTHY that in *Earle* v. *Kingscote* (*ante*, p. 625) the Court of Appeal (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) have affirmed the correctness of the decision of a Divisional Court (MATHEW and A. L. SMITH, JJ.) in *Seroka* v. *Kattenburg* (17 Q. B. D. 177), and have held that, notwithstanding the Married Women's Property Act, 1882, a husband is still liable to be sued jointly with his wife for his wife's torts. Hitherto *Seroka* v. *Kattenburg* has been very much open to question, and the result at which the Court of Appeal have arrived cannot be regarded as satisfactory. The foundation of the husband's liability under the old law was that the wife was incapable of being sued alone, and it was correlative to the rights which the law gave him in respect of her property. He took her property and was bound to answer for torts committed by her, though not for contracts which he had not authorized. Then came the Act of 1882, which revolutionized the position of the wife, and which should be held also, one would have thought, to affect equally the position of the husband. The wife was declared to be capable of acquiring, holding, and disposing of property as her separate property, and of suing or being sued, either in contract or in tort, as if she were a *feme sole*. After this it is difficult to see how the joint liability of the husband in tort could be treated as continuing. For the purposes of property, contract, and tort the Act severs the wife from the husband, and a reasonable construction of the Act requires that the husband's liability should cease with the cessation of his wife's disability and with the cessation of his

interest in her property. In *Seroka* v. *Kattenburg*, MATHEW, J., objected that so to hold would be to make the Act an Act for the relief of husbands, and not an Act affecting the property of married women. But it is surely right to give husbands such relief as is the logical outcome of the provisions establishing the independence of the married woman. However, the Court of Appeal have now endorsed *Seroka* v. *Kattenburg*, and there for the present the matter rests.

A FEW additional police-court magistrates are much wanted in the metropolis. The population goes on increasing, and Parliament constantly adds to the multifarious duties of the magistrates, but their number in no way keeps up with the increase in their duties. Even when a new court is built, a proper staff is not provided. At present two of the metropolitan police-courts are served by a single magistrate each, whilst each of the other courts has at least two. Now, of course, one magistrate cannot sit every day throughout the year, and so the two single-magistrate courts have to be helped by whoever can be spared from other courts. This often causes great inconvenience and great loss of time. Thus it often happens that an accused person is charged before a magistrate who has come to the aid of his single-handed colleague. After a considerable amount of evidence has been given, it is found necessary to remand the accused. Then it is discovered that the magistrate will not be at that court again for a fortnight, or perhaps not at all, as far as he knows. In consequence, the whole of the evidence has to be given over again before the regular magistrate, and the first day's proceedings are wasted. During the annual holiday of the magistrate the inconvenience is still more marked. It is very poor economy to keep the police-courts understaffed. The magistrates are probably harder worked than any other public servants, and their work is constantly increasing. Their duties are performed, on the whole, in a most admirable manner, and London owes much to the learning, skill, and tact of its magistrates. The public ought to see, therefore, that there are enough of these gentlemen to do the work properly and to avoid that hurry and rush which is inconsistent with absolute fairness. Above all things, no court should fail to be supplied with two regular magistrates, and, except in some unforeseen emergency, a magistrate should not be sent casually for one day to a strange court.

DURING THE course of the current assizes there have been several charges of perjury alleged to have been committed by the accused in the course of evidence given on his own behalf under the Criminal Evidence Act. In some of these cases the charge originally brought against the accused was of a trumpery character (for example, travelling by railway without a ticket), and the alleged perjury merely consisted in a denial of the charge. Now, of course, perjury is indefensible under any circumstances, but most persons will probably agree with the opinions of Mr. Justice BUCKNILL, expressed a few days ago at Stafford, that magistrates should be very cautious in dealing with charges of perjury committed by an accused when giving evidence in his own behalf, and that prosecutions should be discouraged except in extreme cases. Prisoners should not be frightened from giving evidence, but on the contrary should, in the interests of justice, be encouraged to tell their own stories. If a prisoner volunteers to give evidence, it may be taken as certain that he will deny the offence, whether he is guilty or innocent. If he means to admit the offence, he will do so without taking the oath. Under such circumstances a bare denial of guilt ought to be passed over. It can do no good to take further proceedings. The accused is convicted and punished and his perjury has in no way defeated the ends of justice. Besides this, it is invidious to pick out a case here and there at random, and proceed against some unlucky man when hundreds who act in the same way hear no more of the matter. Certainly if every person who denies a charge on oath in a police-court, and is nevertheless convicted, were to be prosecuted for perjury, the Queen's Bench Division courts might be closed, for the judges would have to spend their whole time on circuit practically retrying trumpery offences from petty sessions. Of course it sometimes happens that an accused person is guilty of flagrant perjury, and seeks to shelter himself by throwing the guilt upon some innocent person, or by seeking otherwise to injure the character of another. In such cases, no doubt, prosecutions for perjury and sharp penalties should follow. But magistrates should be very careful in dealing with these offences, and should shew great discrimination. Especially should they be slow to send for trial where the charge is made by the same prosecutor as in the former proceedings. It often happens that the second charge has its origin entirely in spite, and that the law is being used as an instrument of private revenge.

THE COMPANIES Bill, as amended by the Standing Committee on Trade, shewed comparatively slight change from the Bill as it left the House of Lords, and to judge from the debate in the House of Commons on Tuesday its provisions are not likely to undergo any material alteration in its further passage through the House. There have been changes which are intended to insure that the provisions of the Bill shall apply only to companies which go to the public for subscriptions, and the obnoxious section 25 of the Act of 1867 has, it may be hoped, been finally got rid of; though we regret that on consideration of the Bill in the full House no attempt was made to strike out the clause which requires vendors' contracts to be filed solely for the purpose of securing that they shall be properly stamped. The interference of the Treasury in this matter is very much to be deprecated, and we venture to suggest, though without much confidence, that the House of Lords should reject the provision for filing these contracts as not being germane to the Bill, just as the House of Commons, on that same ground, have struck out certain clauses dear to the House of Lords. Where a return giving the particulars of vendors' shares has been filed with the registrar, all that is necessary has been done, and there is no reason whatever for filing the contracts under which they are issued. The other alterations made by the Grand Committee were concerned chiefly with amplifying the particulars which are required to be given in prospectuses, and it is to be feared that these documents will attain very inconvenient dimensions. The evil is increased by the fact that the committee declined to entertain the idea of allowing an advertisement to omit any of the details. This, if persisted in, will be, perhaps, the highest point to which grandmotherly legislation has attained. Anyone who reads an advertisement can, if he chooses, get a full prospectus before applying for shares, and if he omits to do so he is not a person whom any legislation can effectually protect. The chief interest in the debate on Tuesday lay in the discussion of clause 10, which legalizes the payment by a company of commissions for underwriting shares, provided the rate paid is authorized by the articles of association, and disclosed in the prospectus. At present the underwriting commission is paid by the vendor out of the profit with which he has loaded the purchase-money, and it forms a heavy tax on the general body of subscribers. Under the Bill as it stands it is not clear that commission so paid must be disclosed. Clearly it should be, and Mr. RITCHIE gave an assurance that the point should be further considered. The disclosure of any such commission paid by the company is a condition of the legalizing of the payment, and no great regret need be felt if the result is to stop underwriting altogether. On a capital, say, of £1,000,000, the commission paid for underwriting is enormous, and the general public may well think twice before subscribing for the sake of putting this sum in the pockets of people with whom they themselves will have to rank equally as shareholders.

THE Money-lending Bill, as altered by the Standing Committee on Law, has now been issued, and, in spite of the powerful attack made on it by Mr. BIRRELL upon the second reading in the House of Commons, it must apparently be reckoned among the Bills which have a chance of becoming law this session. In committee the preamble, which was couched in very absurd terms, has been dropped, and the schedule, which practically, though not nominally, fixed the legal rate of interest, and so revived the usury laws, has been withdrawn. Moreover, clause 1, instead of allowing the court to interfere where it had "reason

to believe" that the transaction was harsh and unconscionable, now requires that there shall first be "evidence which satisfies the court." And it has been sought to give more generality to the clause by providing that it "shall apply to any transaction which, whatever its form may be, is substantially one of money-lending by a money-lender." The penal section (clause 4) has been extended to the directors, managers, or other officers of any corporation carrying on the business of a money-lender, so as to make such persons criminally responsible for false or deceptive statements. But these changes constitute practically the whole of the alterations to which the Bill has been subjected, and it has the defect that it has been based solely upon certain flagrant abuses in the trade to which it refers without any consideration of the effect which it will have upon the legitimate carrying on of the trade, and without any attempt to distinguish between the various classes of money-lending. Quite different considerations apply to the lending of a hundred pounds on a promissory note or a bill of sale and the lending of thousands of pounds for trading purposes upon security which, though adequate, is not such as banks will ordinarily take. The Bill provides by the definition clause (clause 6) that the expression "money-lender" shall not include (*inter alia*) "any person bonâ fide carrying on the business of banking or insurance or bonâ fide carrying on any business not having for its primary object the lending of money, *in the course of which and for the purposes of which he lends money*." Banks, therefore, which in the regions of high finance are the chief money-lenders, are amply protected, and so, but for the words in italics, which were added in committee, would be many firms and companies which have been in the habit of lending money in large sums as a matter quite collateral to their real business. But the provision in its present form is very limited in its effect, and cannot be said to apply with certainty except to banks and insurance companies. The authors of the Bill seem to have given their attention only to a single phase of money-lending, and to have shut their eyes to its most important forms. Financial companies, unless they can turn themselves into banks, will either have to stop the business of advancing money, or will have to register themselves as money-lenders with all the odium that this will involve. The Bill is dictated by good motives, but its promoters have been singularly wanting in appreciation of the real circumstances of the business of money-lending.

The Agricultural Holdings Bill, which was introduced by the President of the Board of Agriculture, passed through the House of Commons with comparatively slight alteration, and it has now been read a second time in the House of Lords. The most important part of the Bill consists of the new provisions with regard to arbitration. It is proposed to repeal all the sections of the Agricultural Holdings (England) Act, 1883, relating to this matter, and to substitute the simplified procedure contained in the rules in the second schedule to the Bill. By clause 2 it is provided that in cases of claims by a tenant to compensation under the Agricultural Holdings Acts, or under custom, or agreement, or otherwise, in respect of any improvement in the first schedule to the Bill, if the landlord and tenant fail to agree as to the compensation, the difference is to be settled by arbitration in accordance with the provisions, if any, in that behalf in any agreement between landlord and tenant, and in default of such provisions in accordance with the rules in the second schedule. It is thus left optional with the parties to agree on the compensation, and if they do not agree they may resort to arbitration either upon terms agreed on between themselves or upon the terms of the statute. It is provided by the same clause that an arbitration, unless the parties otherwise agree, is to be before a single arbitrator. The Bill as originally introduced allowed claims by a tenant to be made until the expiration of three months from the determination of the tenancy. Under the Act of 1883 notice of claim must be given two months at least before the determination of the tenancy. In the Bill as amended a middle course is adopted, and the determination of the tenancy is taken as the date after which no claim can be made. With this provision it is apparently not altogether easy to reconcile the new sub-clause 4 to clause 2, which allows an arbitrator to make a separate award in respect of an improvement executed after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding. Clause 6, abolishing penal rents, has been retained, subject, however, to an exception in the case of additional rents reserved on breach of covenants against breaking up permanent pasture, grubbing underwoods, felling or injuring trees, or regulating the burning of heather. The amended Bill omits the suggested clause replacing section 44 of the Act of 1883, and putting an absolute limit of one year to distress for rent notwithstanding any practice of allowing payment to be deferred. Clause 1, which gives the right to compensation, and the first schedule, which enumerates the improvements in respect of which compensation can be given, repeat with some alteration in details the existing provisions of the Act of 1883, but a good deal of doubt has been intimated as to the expediency of omitting, as is proposed, the provision at the end of section 1 of that Act, which forbids the inclusion in the value of a tenant's improvement of any enhancement which is justly due to the inherent capabilities of the soil. In practice, however, it appears that this provision has been unworkable, and it seems to be the proper course to drop it.

An important point under the Public Authorities Protection Act, 1893, was determined by the Court of Appeal last week in *Bostock* v. *The Ramsey Urban District Council*. The action was for malicious prosecution, and arose out of an indictment preferred against the plaintiff, at the instance of the defendants, for an obstruction to a highway within the defendants' district. Wills, J., before whom the indictment was tried, being of opinion that there was no evidence on which the plaintiff could be convicted, directed an acquittal, and the present action was then commenced. At the trial the plaintiffs failed to satisfy the Lord Chief Justice that there was an absence of reasonable and probable cause for the prosecution or that there was malice on the part of the defendants; he therefore directed judgment to be entered for them. But on an argument as to costs, he held that the conduct of the defendants had been unreasonable and constituted good cause (within ord. 65, r. 1) for depriving them of costs, and further, that he had a discretion to do this, notwithstanding the provisions of the Public Authorities Protection Act, 1893. Section 1 (*b*) of that Act, in effect, provides that where an action is brought against a person (which, of course, includes a corporate body) for any act done in execution or intended execution of any Act of Parliament or of any public duty or authority and judgment is obtained by the defendant "it shall carry costs to be taxed as between solicitor and client." These words are peremptory and are subject to no proviso or qualification. In *Cree* v. *St. Pancras Vestry* (1899, 1 Q. B. 693) Bruce, J., felt himself so absolutely bound by them as to be constrained to hold that they took away his discretion as to costs, and compelled him to give the defendants their costs as between solicitor and client although their conduct had been unjustifiable and oppressive and they had only succeeded in the action on a technical ground. It does not appear whether this opinion of Bruce, J., was brought to the attention of the Lord Chief Justice or of the Court of Appeal. In any case it cannot now be treated as binding, for A. L. Smith, Vaughan Williams, and Romer, L.JJ., have held that the view of the Act taken by the Lord Chief Justice is correct, and that the meaning of the section is that where the defendant in an action to which the Act applies obtains judgment, *and is entitled to costs*, the costs shall be taxed as between solicitor and client. This decision amounts to reading a very important gloss into the words of the statute; it has, however, the advantage of restoring to the judges the discretion as to costs which the Legislature can hardly have intended to take from them in all cases in which public authorities are defendants. Such defendants must now be considered to be on a level with individual defendants so far as regards the right to their costs when they are successful; once the right to costs is established the Act places them in a superior position as regards the amount to be recovered on taxation.

The decision of the Court of Appeal (Lord Halsbury, C., and A. L. Smith and Vaughan Williams, L.JJ.) in *Baron* v. *Portslade-by-Sea Urban District Council*, on Tuesday last, is of

considerable importance. An impression had been created by such cases as *Robinson* v. *Workington Corporation* (1897, 1 Q. B. 619) and *Pasmore* v. *Oswaldtwistle Urban District Council* (1898, A. C. 387) that in all cases of default by a sanitary authority in matters of sewerage and water supply the individual had no remedy by action, but was obliged to rely upon the exercise by the Local Government Board of their powers under section 299 of the Public Health Act, 1875. The Court of Appeal have now drawn a sharp distinction between cases in which it is desired to compel the local authority to adopt a new system of sewerage or water supply and cases where the complaint is that they are neglecting to deal with their existing works in a proper manner and are so causing injury to an individual. In the *Portslade case* the defendants had failed to cleanse a sewer vested in them, with the result that the plaintiff's land was overflowed with quantities of sewage. Section 19 of the Act of 1875 casts upon the local authority a distinct duty to cause their sewers to be (*inter alia*) "kept so as not to be a nuisance or injurious to health and to be properly cleansed and emptied." Section 299 empowers the Local Government Board to take certain proceedings where a complaint is made to them "that a local authority has made default in providing their district with sufficient sewers or in the maintenance of existing sewers . . . and that a local authority has made default in enforcing any provisions of this Act which it is their duty to enforce." In the *Oswaldtwistle case* (where it was sought to compel the local authority to make new sewers), the House of Lords decided that the remedy prescribed by the statute was an application to the Local Government Board, and that therefore no other remedy was open. The Court of Appeal have held that this decision and the similar decision of the Court of Appeal in the *Workington case* have no application to such circumstances as were disclosed in the *Portslade case*. It will be observed that "maintenance of sewers" is referred to in section 299, but this expression, apparently, is not to be taken as including their ordinary management and cleansing.

DAMAGE TO SURFACE BY THE WORKING OF MINES.

The recent decision of Kekewich, J., in *Hall* v. *Duke of Norfolk* (48 W. R. 565) deals with a point of great importance in relation to damage by subsidence occasioned by the working of mines. In cases where the damage follows immediately upon the working to which it is due there is no difficulty in deciding when the cause of action accrues and who is liable. But frequently the actual occurrence of the damage is postponed for some years, and the questions arise which have been much debated in the House of Lords as well as in lower tribunals. The time when the cause of action accrues determines the date at which the Statute of Limitations commences to run, and if this is fixed by the acts causing the damage, it may well happen that the statute will have run, and the surface-owner will be barred, before any damage at all has declared itself. But that such is not the correct view of the law is shewn by the decisions of the House of Lords in *Backhouse* v. *Bonomi* (9 H. L. C. 503) and *Darley Main Colliery Co.* v. *Mitchell* (11 App. Cas. 127).

In the former of the two cases just mentioned, it was held that where land or houses are entitled to a right of support from the subjacent land, the mere excavating of a part of such subjacent land is not in itself an infringement of the right. "The question," said Willes, J., in delivering the judgment of the Exchequer Chamber (E. B. & E. 654), which was affirmed in the House of Lords, "depends upon what is the character of the right—namely, whether the support must be afforded by the neighbouring soil itself, or such a portion of it as would be, beyond all question, sufficient for present and future support; or whether it is competent to the owner to abstract the minerals without liability to an action, unless and until actual damage be thereby caused to his neighbour." The latter view was taken, and it was, under the circumstances, the only one consonant with justice. "We should be unwilling," said Willes, J., in concluding his judgment, "to rest our judgment upon mere grounds of policy; but we cannot but observe that a rule of law, or rather the construction of a Statute of Limitations, which would deprive a man of redress after the expiration of six years, when the act causing the damage was unknown to him—when in very many instances he would be in invincible ignorance of it—would be harsh and contrary to ordinary principles of law." This result was avoided by holding that the mere abstraction of minerals, although it endangered the surface, was no infringement of the surface-owner's right of support. The right remained uninfringed until damage resulted, and then, and not till then, did a cause of action arise.

But the decision in *Backhouse* v. *Bonomi* left it doubtful whether upon the occurrence of damage the surface-owner was bound to sue once for all for any damage which might ensue, whether past or future, or whether with each fresh occurrence of damage a new right of action would arise. The judgment of Willes, J., from which we have quoted, contains a passage clearly indorsing the former view, and he refers to the principle that, when once damage has accrued, "no second or fresh action can, under such circumstances, be brought for subsequently accruing damages. All damage consequent upon the unlawful act is, in contemplation of law, satisfied by the one judgment." But though a decision to this effect was, in supposed pursuance of *Backhouse* v. *Bonomi*, given by the Queen's Bench Division in *Lamb* v. *Walker* (26 W. R. 775, 3 Q. B. D. 389), the law was otherwise settled in *Darley Main Colliery Co.* v. *Mitchell* (*supra*). "Since the decision of this House in *Bonomi* v. *Backhouse*," said Lord Halsbury, "it is clear that no action would lie for the excavation. It is not, therefore, a cause of action; that case established that it is the damage, and not the excavation, which is the cause of action. I cannot understand why every new subsidence, although proceeding from the same original act or omission of the defendants, is not a new cause of action for which damages may be recovered. I cannot concur in the view that there is a breach of duty in the original excavation." But while the majority of the House decided in this sense and held that upon a fresh occurrence of damage a new cause of action arose, Lord Blackburn delivered a dissentient judgment. He declined to adopt the view that the original act of removing the minerals to such an extent as to make the support insufficient was an innocent act rendered wrongful by the subsequent damage. "That," he said, "would be a great anomaly, for I think there is no other instance in our law where an action lies in consequence of damage against a person doing an innocent act." He adopted the view that the original excavation, so carried out as to leave insufficient support, was itself a breach of duty towards the surface-owner, and though it did not become actionable till damage ensued, yet upon such damage ensuing, the cause of action in respect of the breach of duty was complete, and no fresh cause of action arose upon the occurrence of further damage.

The above authorities have clearly settled the mode in which the Statute of Limitations is to be applied to cases of subsidence caused by the working of mines. The statute does not begin to run until damage occurs, and upon each fresh occurrence of damage there is a fresh cause of action and a fresh commencement of the running of the statute. And this, as already pointed out, is the only means of securing justice to the surface-owner, who might otherwise find his remedy barred before he had discovered that a cause of complaint existed. But his case is less fortunate when he comes to consider against whom his action is to be brought, and he may find that the postponement of the cause of action practically leaves him without remedy. This difficulty arises in the case where there has been a change in the occupation of the mines between the time when the excavation was made and the time when the damage due to it occurs. Against the occupiers when the damage occurs he has no remedy, and as regards the occupier to whose working the damage is due he may have lost his remedy. Such is the result of the recent decisions of Bruce, J., in *Greenwell* v. *Low Beechburn Coal Co.* (1897, 2 Q. B. 165), and of Kekewich, J., in *Hall* v. *Duke of Norfolk* (*supra*). In the former of these cases, Sharp, the owner and occupier of mines, had, prior to 1889, by his mode of working unduly diminished the support to the land and buildings of the plaintiff. In 1889 he ceased to work the mines and leased them to the defendants. The defendants worked the mines, and while they were working them the former excavations of their lessor resulted in damage to the surface. The plaintiff brought this action against them and sought

to make them liable upon the ground that they had done nothing to counteract the effect of SHARP'S working. Having regard to what has been held as to the cause of action in such a case, this view is plausible. A cause of action implies a wrongful act of some kind, and if the original excavation was not wrongful, then the wrong must lie in the omission to provide against the consequences of the excavation, and this omission begun by SHARP was continued by his lessees. But BRUCE, J., declined to give effect to this reasoning. Assuming that the real cause of action lies in omission to provide a remedy against the excavation which has already been made, and that an obligation lies upon the occupier who made the excavation to use artificial means of support to prevent damage ensuing, yet he declined to allow that a similar obligation attached to a person who was merely in possession of the minerals, and who had done no act calculated to cause damage to his neighbour. Upon the ground that the present lessees had done no act contributing to the injury themselves, and that they were not bound to repair the acts done by their predecessor, BRUCE, J., held them not to be liable.

In *Greenwell* v. *Low Beechburn Coal Co.* (*supra*) it does not appear that the plaintiff could not, had he so chosen, have sued SHARP, the person to whose working the damage was due. In *Hall* v. *Duke of Norfolk* he was deprived of this choice. In this case the plaintiff had property situated over mines which from 1889 to 1891 were worked by the late Lord DONINGTON. Lord DONINGTON died in 1895, and the mines were then worked by his executors and trustees, and afterwards by lessees from them. In the time of the executors, and also, it seems, of the lessees, subsidences took place in consequence of Lord DONINGTON'S working of the mines, and the plaintiff first endeavoured to recover damages against his estate. But this action failed on the ground that it was a personal action which determined with the death of Lord DONINGTON. The plaintiff's only resource then, if he was to have a remedy at all, was to disregard the decision of BRUCE, J., in *Greenwell* v. *Low Beechburn Coal Co.*, and seek to establish the liability of the persons in occupation of the mines at the times when the damage occurred. He has not prevailed on KEKEWICH, J., however, to dissent from the very careful judgment delivered by BRUCE, J. It follows from *Darley Main Colliery Co.* v. *Mitchell* that the mere excavation is not wrongful, and that until damage ensues there is no infringement of any right. As against the excavator the occurrence of the damage suddenly makes his conduct wrongful and raises a cause of action; but the actual occupiers cannot be charged with any neglect of duty in omitting to repair the consequences of their predecessor's working. "At no moment prior to the subsidence," said BRUCE, J., "can it be said that there was any duty upon anyone to provide artificial support; and therefore it seems to me that it cannot be said that the defendants are guilty of a default of duty in allowing a state of things to continue which was a perfectly lawful state of things"; and this passage was adopted by KEKEWICH, J. Under the circumstances of *Hall* v. *Duke of Norfolk*, accordingly, the plaintiff seems to have been without remedy altogether. The fault appears to lie with the maxim *actio personalis moritur cum persona*, rather than in any injustice due to the principle of *Backhouse* v. *Bonomi*. It would be a heavy burden on lessees and purchasers of mines had they to answer for the results of the workings of their predecessors.

REVIEWS.

COMPANY PRECEDENTS.

SELECT PRECEDENTS UNDER THE COMPANIES ACTS. By F. GORE-BROWNE, M.A., Barrister-at-Law. SECOND EDITION. Jordan & Sons (Limited).

This is a second edition of a manual published in 1892, and in its present shape is calculated to be of much general utility. It includes a wide variety of forms, both of memoranda and articles of association, and also of notices, pleadings, agreements, &c.; and useful chapters on clubs and on stamp duties. By omitting the full text of the Acts of Parliament, limiting the citation of cases, and other devices for condensation, the work is comprised in a single handy volume of a little over 1,000 pages.

Such of the precedents as we have examined appear to be clear and sufficient. The treatises and notes are also generally good and brought up to date, including some decisions as late as December last. It is a pity that references are not generally given to more than one report of the same case.

It is a natural consequence of the effort to condense that here and there statements occur which require qualification. For instance, at p. 914: "In a proprietary club, where the property belongs to the proprietor, an expelled member has no remedy," should read "has no remedy except by way of damages": see *Baird* v. *Wells* (39 W. R. 61, 44 Ch. D. 661). At p. 472: "Powers of attorney given for valuable consideration and expressed to be irrevocable cannot be determined either by the act of the donor," &c., should be "are *in favour of a purchaser* not revocable," &c. At p. 240 (section 38 of the Companies Act) "does not confer on shareholders a right of rescission against the company." It would have been well to mention that, independently of the section, fraud generally in the prospectus has this effect, as James, L.J., points out in the case cited by Mr. Gore-Browne (*Gover's case*, 24 W. R. 126, 1 Ch. D. 189): see the recent case of *Greenwood* v. *Leathershod Wheel Co.* (*ante*, p. 156; 1900, 1 Ch. 421).

We have noticed one or two misprints—at p. 300, note (*g*): "1898, 2 Q. B." should be 1892, 2 Q. B.; at p. 303, "*Twycross* v. *Grant*, 2 *Q. B. D.*, *at p.* 59" should apparently be 2 *C. P. D.* 495. In this latter passage, with reference to "rigging the market," reference might have been made to Lord Bowen's query in the *Mogul Steamship case* (37 W. R. 756; 23 Q. B. D. 618): "Would it be an indictable conspiracy to combine to purchase all the shares of a company against a coming settling day?" a question which it may be thought from *Scott* v. *Brown* (41 W. R. 116; 1892, 2 Q. B. 724)—referred to by Mr. Gore-Browne, might possibly be answered in the affirmative. In *Scott* v. *Brown* there was a real purchase, not a pretended one.

We will add a few other references which we think might have been usefully made in the book. At p. 498, note (*b*), *Brown, Shipley, & Co.* v. *Inland Revenue* (1895, 2 Q. B. 240); at p. 247, note (*d*), *North Sydney Investment Co.* v. *Higgins* (47 W. R. 481; 1899, A. C. 271); at p. 24, note (*c*), *Re Jarvis & Co.* (*Limited*) (47 W. R. 186; 1899, 1 Ch. 193). There have also occurred since the publication of the book the cases of *Re Whitehead & Brothers* (1900, 1 Ch. 804) and *Re Dawnay* (*ante*, p. 592), recently commented on in our columns. Another important case since the publication of the book is *Allen* v. *Gold Reefs* on appeal (48 W. R. 452), reversing the court below on the point for which the decision below is cited at p. 100, note (*d*). The recent case before Stirling, J., of *Payne* v. *Cork Co.* (48 W. R. 325; 1900, 1 Ch. 308) illustrates and confirms the author's note at p. 186, where he duly refers to *Baring-Gould* v. *Sharpington Co.* (47 W. R. 564; 1899, 2 Ch. 80).

ELECTRIC LIGHTING.

THE LAW RELATING TO ELECTRIC LIGHTING AND ENERGY. SECOND EDITION. By JOHN SHIRESS WILL, one of Her Majesty's Counsel. Butterworth & Co.

This book contains in a convenient form all requisite information as to the subject with which it deals. A new edition was rendered necessary by the passing, last session, of the Electric Lighting (Clauses) Act, 1899, and the consequent issue of new rules by the Board of Trade and new forms of provisional orders. These, together with the Electric Lighting Acts of 1882 and 1888, form the bulk of the work; the notes, though somewhat scanty, are clear and to the point. The introduction gives a careful summary of the law. The book is excellently printed; the binding leaves much to be desired, unless the copy before the reviewer, the pages of which threaten instantly to part company with the cover, may be treated as exceptional.

PUBLIC HEALTH.

FOOD AND DRUGS: A MANUAL FOR TRADERS AND OTHERS. BEING A CONSOLIDATION OF THE SALE OF FOOD AND DRUGS ACT, 1875; SALE OF FOOD AND DRUGS ACT AMENDMENT ACT, 1879; MARGARINE ACT, 1887; SALE OF FOOD AND DRUGS ACT, 1899. By CHARLES JAMES HIGGINSON, Barrister-at-Law. Effingham Wilson.

In this little book the author has attempted the difficult task of combining under headings the provisions of the above-mentioned Acts of Parliament. It does not appear on what principle the headings are arranged, and it would be hazardous to rely upon all the statutory provisions bearing upon the subject of a particular heading being collected under that heading without omission. It is with a feeling of relief that one turns to the appendix, where the unadulterated text of the Acts themselves is printed.

A PRACTICAL GUIDE FOR SANITARY INSPECTORS. By FRANK CHARLES STOCKMAN, Associate to the Sanitary Institute, &c. WITH AN INTRODUCTION by HENRY KENWOOD, M.B., L.R.C.P., D.P.H., &c. Butterworth & Co.; Shaw & Sons.

This book hardly appeals to lawyers, but for the public health

officers, for whom it is intended, it ought to be of real value; it gives information of an eminently practical character as to the performance by these officers of their duties. So far as it refers to matters of law, it appears to be accurate. The book would be rendered more generally useful if the index were more complete.

THE STAMP LAWS.

THE STAMP LAWS. By NATHANIEL J. HIGHMORE, Assistant Solicitor of Inland Revenue. Stevens & Sons (Limited).

This is a very good and accurate manual. It does not deal at all with the stamp duties on probates and under the legacy and succession duty Acts, for which we are accustomed to refer to books on the death duties; but within the range of the Stamp Acts it appears to be very complete, clear, and reliable.

BOOKS RECEIVED.

A Treatise upon the Law of Bankruptcy and Bills of Sale. With an Appendix containing the Bankruptcy Acts, 1883-1890; General Rules, Forms, Scale of Costs and Fees; Rules under Section 122, Deeds of Arrangement Acts, 1887, 1890; Rules and Forms; Board of Trade and Court Orders; Debtors Acts, 1869, 1878; Rules and Forms; Bills of Sale Acts, 1878-1891, &c. By EDWARD T. BALDWIN, M.A., Barrister-at-Law. Eighth Edition. Stevens & Haynes.

CORRESPONDENCE.

STAMP ON AGREEMENT FOR SALE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have just tendered to the stamping authorities at Somerset House a batch of contracts for the sale of land in plots, and I was met with the objection that, as the contracts contain a clause that "no requisition shall be made on account of any unstamped or insufficiently stamped deeds dated prior to the passing of the Customs and Inland Revenue Act, 1888," they cannot be stamped, and this notwithstanding the fact that I have about 300 contracts all containing the same condition relating to the same estate and all of which have been passed by the authorities.

Surely some notice should have been given to the profession that the commissioners were going to insist on a rule which for years has been allowed to pass unnoticed. J. R. PAKEMAN.

Selborne House, 11, Ironmonger-lane, E.C., July 19.

[See the letters, and observations under the head of "Current Topics," printed last week.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

BOSTOCK *v.* RAMSEY URBAN DISTRICT COUNCIL. No. 1. 20th July.

PRACTICE—COSTS—PUBLIC AUTHORITIES PROTECTION ACT, 1893, s. 1(b).

Appeal from a decision of Lord Russell of Killowen, C.J., on a question as to costs argued after the trial of an action in which the plaintiff sought damages for malicious prosecution. The plaintiff was the principal proprietor of a travelling circus, and on the occasion out of which the present question arose the show was being taken by his manager from York to London. On the 15th of December, 1897, it arrived at Ramsey, a town situated near Huntingdon. At Ramsey there was a broad open space, with houses on either side, called the "Great Whyte," and a market was held there every Wednesday. Lord de Ramsey was lord of the manor, and levied tolls on all carts and stalls standing on the "Great Whyte" on market days. This right he had let to a lady named Miss Groomes. The show had on previous occasions visited Ramsey and put up on the "Great Whyte," and everything had passed off smoothly. After the passing of the Local Government Act the urban district council came into office, and an official of the district council informed the plaintiff's manager that the show must not remain on the "Great Whyte," as his caravans caused an obstruction to the highway. He was told that a fee of two guineas had been paid to Miss Groomes for permission to hold the show on the Great Whyte and was shewn the space the vans would take up, after which he went away. The show was held the following day and then proceeded to London. Nearly a year after this, in November, 1898, the plaintiff, who resided at Glasgow and had never had any intimation that there had been a difficulty about the menagerie at Ramsey, received a letter from the district council informing him that they had preferred an indictment against him at the previous Huntingdon Sessions for wilfully obstructing the highway at Ramsey. The charge came on for trial before Wills, J., who was of opinion that there was no evidence on which the plaintiff could properly be indicted and the jury returned a verdict of "Not guilty." The present action was then brought, and the Lord Chief Justice held that the plaintiff had failed to make out that there was an absence of reasonable and probable cause on the part of the defendants; that there was no evidence of malice, and therefore judgment should be for the defendants. After hearing further argument on the question whether the successful defendants should be deprived of their costs, he came to this conclusion, that the defendants had acted unreasonably in instituting the prosecution, and that their conduct constituted "good cause" for depriving them of costs; and that he had a discretion to deprive them of costs notwithstanding section 1 (*b*) of the Public Authorities Protection Act, 1893. From that decision the urban district council appealed.

A. L. SMITH, L.J., said he thought the appeal should be dismissed. It was an appeal from a judgment of the Lord Chief Justice, in which he had deprived the defendants in the action—the appellants in this court—of their costs. Having referred to the facts as stated above, he said they shewed that the indictment which the defendants had preferred against the plaintiff was an oppressive and puerile indictment. When the case came before Wills, J., he held that there was no evidence on which the plaintiff could properly be convicted, and in his opinion no reasonable jury would have convicted the plaintiff under the circumstances. The plaintiff then brought this action for malicious prosecution, and the Lord Chief Justice, after carefully considering the matter, came to the conclusion that the plaintiff had failed to give any evidence of malice on the part of the defendants, and he also held that the plaintiff had not proved an absence of reasonable and probable cause for instituting the prosecution; he accordingly gave judgment for the defendants. But it was obvious that the Lord Chief Justice took the same view of the prosecution as he himself had just expressed, and he deprived the defendants of their costs of the action. Apparently he felt himself bound to deprive them of costs, and on this ground, that they had by their conduct induced the plaintiff to believe that there was malice on their part and that there was an absence of reasonable and probable cause. On this two questions arose. The first was whether there was any evidence of "good cause" for depriving the defendants of costs within the meaning of ord. 65, r. 1, of the Rules of the Supreme Court, which provides that where any action is tried with a jury "the costs shall follow the event, unless the judge by whom such action is tried, or the court, shall for good cause otherwise order." It had been held in *Jones* v. *Curling* (13 Q. B. D. 262) and other cases that if there was any evidence of good cause, then it was for the judge at the trial to exercise his discretion, and there was no appeal to this court from the exercise of the judge's discretion, and that the only jurisdiction of this court in the matter was to consider whether there was any evidence of good cause. In his opinion the point was whether there was any evidence that the conduct of the defendants in instituting the prosecution under the circumstances was such as to give rise to the plaintiff's believing that he would succeed in an action for malicious prosecution if he brought one. Of course conduct having nothing whatever to do with the action could not constitute "good cause." But it had been decided in this court in *Harnett* v. *Vise* (5 EX. D. 307) that the question was not confined to the conduct of the parties in the litigation itself. He thought that there was evidence in this case that the conduct of the defendants was such as to lead the plaintiff to think that he had a good cause of action against them. The second question was as to the true construction of section 1 (*b*) of the Public Authorities Protection Act, 1893, which provided that where in an action against a public authority a judgment was obtained by the defendant it should carry costs to be taxed as between solicitor and client. It was contended by the appellants that under this section in every case in which a public authority obtained a judgment in an action in which they were the defendants, they were entitled to costs. But in his view of the section the defendants were to be entitled to solicitor and client costs if in the opinion of the judge they were entitled to costs at all, not that they were entitled to costs as of right any more than any ordinary defendants would be, who, although they had obtained a judgment, yet were for "good cause" deprived by the judge of their costs. It could not mean that, however oppressive and unreasonable a public authority had been, and no matter whether they were entitled to costs or not, they should nevertheless have their costs as between solicitor and client. He thought that the judgment of the Lord Chief Justice was right, and that the appeal failed.

VAUGHAN WILLIAMS and ROMER, L.JJ., delivered judgments to a like effect. Appeal dismissed with costs.—COUNSEL, *Lawson Walton*, Q.C., and *J. W. Cooper*; *Blake Odgers*, Q.C., and *P. Rose-Innes*. SOLICITORS, *Stevens, Son, & Parkes*; *Lewis & Newton*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Re **JOLLY. GATHERCOLE *v.* NORFOLK.** No. 2. 16th and 23rd July

WILL—CONSTRUCTION—RENT—SET-OFF—REAL PROPERTY LIMITATION ACT, 1833 (3 & 4 WILL. 4, c. 27), ss. 34, 42—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 1.

A testatrix gave her property in trust for the benefit of her four children in equal shares, with substitutionary gifts to the children of any of them who should die in her lifetime. By her will she declared "that all sums which I have already paid or advanced, or which I shall hereafter pay or advance, to or for the benefit of any child of mine, and that all moneys owing to me at my death by any child of mine, whether for rent or otherwise, shall be taken in or towards satisfaction of the share under my will of such child or his or her child or children, and shall be brought into hotchpot and accounted for accordingly, and that no such child of mine, nor the child or children of any such child of mine shall be entitled to receive any share under my will until such moneys so owing to me shall be paid to my executors." In 1868 she let to her son a farm, which belonged to her in fee, at the rent of £80 a year, without any written agreement. The rent was paid to April, 1881. He remained in possession till his mother's death in 1899, without paying further rent or giving any acknowledgment of her title or his liability, so that her title was extinguished in 1893. The question raised by the summons taken out by her

executors and trustees against a daughter and the son, was whether unpaid rent for the twelve years from 1881 to 1893 ought to be deducted from the son's share in his mother's estate under the above hotchpot clause. North, J., held that such rent was so to be brought into account in fixing the son's share. The son appealed from this decision.

THE COURT (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) reserved judgment and allowed the appeal.

Lord ALVERSTONE, M.R., after stating the facts, continued: North, J., has decided that the executors should deduct from the share of the son twelve years' rent of the farm for the period 1881 to 1893. I am unable to adopt this view. In the year 1893 the son obtained, by virtue of the Real Property Limitation Act, 1874, s. 1, an absolute title to the property. It is, I think, inconsistent with his right so acquired that the rent which he ought to have paid should be deemed to be still owing. The effect of the Limitation Acts of 1833 and 1874 is, in my opinion, that, after the expiration of the statutory period of twenty and twelve years respectively, all rights which the reversioner would have had in respect of the land have come to an end, and I do not think it would be consistent with that position that rent, the non-payment of which has given the occupier a title to the land, should still be deemed to be owing. I am therefore of opinion that this appeal should be allowed, and that the trustees are not entitled to deduct anything in respect of the arrears of rent.

RIGBY, L.J.—I am of the same opinion. A very ingenious argument was started for the trustees that the Real Property Limitation Acts dealt only with land, and that you must go to the statute of James as to a contract for rent. The Act bars the remedy after six years, but not the debt, which might last 400 years. It is a very curious point; more than half a century has passed (for the Act of 1874 only changes the period), and there must have been thousands of cases in which people have been bitterly disappointed, but no one seems to have ever brought an action for rent. How can that practice be touched? The day after twelve years are gone the right to bring an action plainly determines. The right of action is to be held to have first accrued when the last payment was made. The assumption is that on the day after the tenant is to be taken to be no longer tenant, which is absolutely inconsistent. The title under the older law must have been adverse, so that it was really held that at the end of the twelve years you must treat the tenant as not having been tenant from year to year or as tenant at all. The son who has been tenant was under no liability to pay after twelve years, not having been tenant at all during twelve years.

COLLINS, L.J.—I am of the same opinion. I think the crucial point was put by Mr. Poyser—viz., that the effect of the statute was to do away with non-adverse possession. It is incompetent for the landlord to say that he still retains the right to recover. I think that is emphasized when you compare the position of a tenant under a lease in writing with that of a tenant under a lease from year to year. I think the tenant was in possession during those years, not as tenant to the testatrix, but in a right under which he had no obligation to pay rent.—COUNSEL, *H. Terrell*, Q.C., and *Napier; Vernon Smith*, Q.C., and *Poyser; Rolt*. SOLICITORS, *Field, Roscoe, & Co.*, for *Birkett & Ridley*, Ipswich; *Morris & Bristow*, for *Jackaman, Sons, & Miller*, Ipswich.

[Reported by W. H. DRAPER, Barrister-at-Law.]

CHAMBERLAIN'S WHARF (LIM.) *v.* SMITH. No. 2. 18th July.

ASSOCIATION — AGREEMENT IN RESTRAINT OF TRADE — TRADE UNION — EXPULSION OF MEMBER — DIRECTLY ENFORCING AGREEMENT BETWEEN MEMBERS JURISDICTION — TRADE UNION ACT, 1871 (34 & 35 VICT. c. 81), s. 4 TRADE UNION ACT, 1876 (39 & 40 VICT. c. 22), s. 16.

This was an appeal by the defendants, who are the members of the committee of an association called the Tea Clearing-house, against an injunction granted by Kekewich, J., restraining the defendants, until the trial of the action or further order, from acting upon a resolution, passed by the committee on the 25th of June last, expelling the plaintiffs from membership of the association on the ground that they had committed a breach of the rules. The objects of the association are (*inter alia*) "to give facilities to the wholesale trade in tea for the lodgment and transmission of warrants, delivery orders, &c., and other orders to the various docks and warehouses from a central office." "To provide a central clearing-house or office where all such warrants and orders may be lodged, instead of at the various docks and warehouses." The persons entitled to become members of the association are dock companies carrying on the business of warehousing tea in bond and tea warehouse keepers carrying on that business, who should undertake in writing to abide by and observe the rules and bye-laws of the clearing-house for the time being in force. By rule 11 every member is bound to charge on teas the respective rates, &c., specified in the schedule to the rules, and is not to be at liberty to depart therefrom in any way, subject to the allowance of a discount not exceeding 10 per cent. No other discount, no money gratuities, and no advantages, direct or indirect, are to be offered or allowed by any member to any merchant broker or other person in connection with any matter or thing in any wise relating to the Tea Clearing-house agreement. By rule 14, no member is to be entitled to warehouse or deposit tea with, or employ in connection with tea, any dock company or tea warehouse keeper who is not a member of the clearing-house, or to purchase or sample any tea from the warehouse of any non-member. By rule 15, any member breaking or failing to observe any of the rules is to be liable to expulsion by resolution of the committee. The plaintiffs alleged that the resolution expelling them had been passed without their having had a fair opportunity of being heard, and Kekewich, J., took this view and granted an injunction. The main objection taken by the defendants was that the association is really a "trade union" within the meaning of the Trade Union Acts, and that, the rules being in restraint of trade, the association is illegal in the sense that the court could not assist any member by enforcing in any way the contract of membership. It was also objected that it was not shewn that the association had any property which could give the court jurisdiction. By section 3 of the Trade Union Act of 1871, "The purposes or any trade union shall not, by reason merely that they are in restraint of trade, be unlawful so as to render void or voidable any agreement or trust." And by section 4, "nothing in this Act shall enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach of any of the following agreements—namely, (1) Any agreement between members of a trade union, as such, concerning the conditions on which any members for the time being of such trade union shall or shall not sell their goods, transact business, employ, or be employed." And by section 16 of the Trade Union Act of 1876 the term "trade union" is defined as meaning "any combination, whether temporary or permanent, for regulating the relations between workmen and masters, or between workmen and workmen, or between masters and masters, or for imposing restrictive conditions on the conduct of any trade or business, whether such combination would or would not, if the principal Act (*i.e.*, the Act of 1871) had not been passed, have been deemed to have been an unlawful combination by reason of some one or more of its purposes being in restraint of trade."

THE COURT (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) allowed the appeal.

Lord ALVERSTONE, M.R.—The main question for determination is, whether having regard to the rules of the association and the provisions of the Trade Union Acts of 1871 and 1876, this action can be maintained. The essence of the object and scope of the association is shewn by rule 1 of its rules; and rules 14 and 15 are also important. Now, is this agreement created by rule 11 an agreement in respect of which the jurisdiction of the court is limited by section 4 of the Trade Union Act, 1871? Is the plaintiffs' proceeding one which the court cannot entertain? For many purposes trade unions are now perfectly lawful associations. But section 4 of the Act of 1871 specifically deals with the question how far the court is to interfere to enforce agreements between members of trade unions, and this association comes within the definition of trade unions contained in section 16 of the Trades Union Act of 1876. I was at first troubled by the difficulty whether this proceeding taken by the plaintiffs to restrain the committee from expelling them was a proceeding for "directly enforcing" the agreement between the members so as to come within section 4 (1) of the Act of 1871. But I think that it is The plaintiffs are claiming the aid of the court as members; they are seeking to retain their position as members. In substance they are seeking to enforce the agreement between the members. The court cannot decide in favour of the plaintiffs without in effect differing from the principle of the decision in *Rigby* v. *Connol* (28 W. R. 650, 14 Ch. D. 482), which is unaffected by the later decision of *Swaine* v. *Wilson* (38 W. R. 261, 24 Q. B. D. 252). I come to the conclusion that this agreement is one which the court has no power to enforce. That is a fatal objection, and renders it unnecessary to consider the other points.

RIGBY and COLLINS, L.JJ., concurred.—COUNSEL, *Warrington*, Q.C., and *Christopher James; Renshaw*, Q.C., and *Stewart Smith*. SOLICITORS, *Druces & Attlee; Rollit & Sons*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

RHYMNEY RAILWAY CO. *v.* BRECON AND MERTHYR TYDVIL JUNCTION RAILWAY CO. No. 2. 3rd, 4th, and 20th July.

CONTRACT—BREACH—REMEDY—CONDUCT DETERMINING CONTRACT—DAMAGES.

This was an appeal from North, J. Prior to the year 1864 the plaintiffs, the Rhymney Railway Co., were in possession of a line of railway running from the neighbourhood of Rhymney, on the west side of the Rhymney Valley, to Caerphilly, with a branch to the west to join the Taff Vale at the Walnut Tree Junction The defendants, the Brecon Co., were in possession of a line of railway running also from the neighbourhood of Rhymney down the east side of the Rhymney Valley to Newport by way of Machen with a branch from Machen to Caerphilly, and also of a line running northwards from a point called Deri through Dowlais to Brecon and Merthyr. The plaintiff company had a branch from Bargoed to join the defendant company's line at Deri. In the session of 1864 both companies were in Parliament desiring to construct certain railways, and particularly a railway from Caerphilly to Cardiff; the Brecon company also proposing to construct a line from a point on their then existing line due north of Caerphilly to Caerphilly. Under these circumstances certain heads of an agreement of 1864 were made out and confirmed by section 23 of the Rhymney Railway Act, 1864. The main provisions of that agreement may be summarized as follows: Clauses 1, 2, 3, and 4 contemplated the construction of various lines by the Brecon and Rhymney railway companies respectively to the north of Rhymney and a line from a point on the Brecon Co.'s line to Caerphilly. Clauses 5 and 6 provided that the defendants, the Brecon Railway Co., should withdraw their scheme for constructing a line from Caerphilly to Cardiff and that the plaintiffs should give the defendants running powers for through traffic from the terminus of the defendants' Caerphilly branch to the plaintiff company's station at Adam-street, Cardiff. Certain restrictions were imposed upon the user of these running powers. By clause 7 an alteration was made in the position of a junction between the defendants' line and the line of the plaintiffs, and the defendants were given running powers over the substituted junction and portion of the line of the Rhymney Co. to Bargoed to a point to which they had already running powers communicating by way of Deri with their own line. By clause 10 the plaintiffs gave the defendants running powers over their line between the end of the defendants' Caerphilly branch and Walnut Tree Junction subject to certain restrictions as to the traffic for which these

running powers should be used. Clause 11 was in the following terms: "After the opening of the Caerphilly and Cardiff line the receipts arising from the traffic carried on between the New Tredegar works and Cardiff shall, as between New Tredegar and Caerphilly, be divided in equal proportions between the two companies after the deduction of 30 per cent for working expenses, the mileage proportion between Caerphilly and Cardiff to belong exclusively to the Rhymney Co., the Brecon Co. being allowed working expenses on the portion carried by them." Clause 17, on which the petitioners founded their claim, is as follows: "Except as herein mentioned, neither company shall either directly or indirectly seek any new line from one side of the valley to the other to take away the traffic of either company." In pursuance of the agreement embodied in the heads of agreement, the defendants withdrew their Bill for making an independent line from Caerphilly to Cardiff. The line of the plaintiffs was constructed, and the new junction near Bargoed Station, referred to in clause 7, was also carried out. The works referred to in clauses 1, 2, and 4 were never constructed. At the time of the making of this agreement the connection across the valley between the plaintiffs' railway and the New Tredegar works already existed. Both parties appear to have acted on the agreement down to the year 1898. In the year 1896 the Barry Railway Co., which had about the year 1885 established docks and connecting railways running north from Barry, a port a few miles to the westward of Cardiff, obtained powers to construct a railway to join the line of the plaintiffs at Penrhos, and in the session of 1898 the Barry Co. were again in Parliament proposing to join the line of the defendants on the eastern side of the valley, near Bedwas, with another junction from the new projected line to the line of the Rhymney Co. at Aber. The Bill was introduced in the House of Commons, but prior to its consideration before a Private Bill Committee in that House the heads of agreement were made between the defendants and the Barry Co., which formed the foundation of the alleged breach by the defendants in respect of which the plaintiffs founded their right to treat the agreement of 1864 as at an end. These heads of agreement were dated the 26th of April, 1898. Under them the defendants agreed to withdraw two railways which they were seeking power to construct for the purpose of making connection between their own line and that of the plaintiffs in the neighbourhood of Caerphilly, and the Barry Co. granted to the defendant company running powers over the Barry Co.'s proposed new line from its junction with the defendants' railway near Bedwas to its junction with the plaintiffs' railway near Aber. The Barry Co.'s Bill which was introduced in the House of Commons was opposed in committee on preamble by the plaintiffs, their opposition being founded upon, among other grounds, the rights which they had obtained under the agreement of 1864. Upon the preamble being declared proved, the plaintiffs did not appear upon clauses in the House of Commons. The Chairman of the Committee, in their absence, inserted clause 9 of the Barry Railway Act, 1898, apparently for the protection of the plaintiffs. The terms of the heads of agreement between the Brecon and the Barry companies, dated the 26th of April, were made known to the plaintiffs in the course of the passage of the Barry Co's Bill through the Committee of the House of Commons. Upon the Barry Co.'s Bill being, in the ordinary course, referred to a Committee in the House of Lords, the plaintiffs again opposed the preamble, and, upon the preamble being passed, proposed an amendment to clause 9 of the Bill which would have enlarged its scope so as to have brought within its protective provisions traffic from other places besides the New Tredegar works. In July, 1898, the plaintiff company informed the defendant company that they considered that the agreement of 1864 had been broken, and would be treated by them as determined, and in November of the same year they gave formal notice in writing to the defendant company determining the said agreement. Upon the case coming before North, J., he held that the action of the defendants in connection with the proposed new line of the Barry Co. in the session of 1898 was not only a breach of article 17, but was such a breach as entitled the plaintiffs to treat the agreement thenceforward as at an end. The defendants appealed.

THE COURT (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) allowed the appeal.

The judgment of the court was delivered by

Lord ALVERSTONE, M.R.—It is contended on behalf of the defendants that their action in the year 1898 did not constitute a breach of the 17th clause of the agreement of 1864; secondly, that even if it was a breach, it was not such a breach as entitled the plaintiff company wholly to determine and put an end to their obligations under the agreement. North, J., has found that the action of the defendant company did amount to a breach of clause 17 of the agreement, and in this judgment he was, in our opinion, right. We are clearly of opinion that among the traffic which was intended to be protected in the interest of the plaintiffs was the already existing traffic from the New Tredegar pits to Cardiff, by way of the plaintiffs' line, and that a scheme which proposed to take that traffic and divert it from Cardiff to another competing port by means of a line from one side of the valley to the other would be a new line to take away the traffic of the plaintiff company. There remains the question whether the breach of the agreement by the Brecon Co. is such as entitles the Rhymney Co. to treat the agreement as at an end, or whether their remedy is one for damages only. It will be well to consider first what conduct of one party to a contract justifies the other party in treating the contract as at end. If there is a distinct refusal by one party to be bound by the terms of the contract in the future, the other party may, in our opinion, treat the contract as at an end: see *Withers* v. *Reynolds* (2 B. & Ad. 882), *Hochster* v. *De la Tour* (1 W. R. 469, 2 E. & B. 678), and the judgment of Lord Blackburn in *Mersey Steel and Iron Co.* v. *Naylor* (32 W. R. 989, 9 A. C. 434). Short of such refusal we think that the true principle to be deduced from all the cases is that you must ascertain whether the action of the party who is breaking the contract is such that the other party is entitled to conclude that the party who is breaking the contract no longer intends to be bound by its provisions. This part of the rule is laid down by Lord Blackburn in the same judgment, where he says that the rule of law is that where there is a contract between two parties, each side having to do something, if you see that the failure to perform one part of it goes to the root of the contract, goes to the foundation of the whole, it is a good defence to say, "I am not going to perform my part of it when that which is the root of the whole and the substantial consideration for my performance is defeated by your misconduct." It was contended on behalf of the plaintiffs, that however little remained to be performed by the defendants, if it was to be gathered from the facts that they did not intend to perform that part, the plaintiff company were justified in treating the agreement as wholly determined. We think this goes too far. The result would be that, although all the main provisions of an agreement might have been performed, however trivial the breach was, the persons complaining of the breach could treat it as going to the root of the contract. That this is not the true view of the law is, we think, to be deduced from another passage in the same judgment of Lord Blackburn, in which he says, "I repeatedly asked Mr. Cohen whether or not he could find any authority which justified him in saying that every breach of a contract, or even a breach which involved the non-payment of money which there was an obligation to pay, must be considered to go to the root of the contract, and he produced no such authority. There are many cases in which the breach may do so; it depends upon the construction of the contract." The same view of the law was expressed by this court in *Johnstone* v. *Milling* (16 Q. B. D. 460). It remains to apply these rules of law to the present case. It is not contended that there was an express refusal by the defendants to be bound by this agreement. What is said is that their conduct amounts to a breach of clause 17 entitling the plaintiffs to determine the contract. Now, to apply the rule laid down by Lord Blackburn, it cannot be said that any breach of clause 17 goes to the root of the whole agreement, and defeats the substantial consideration for it. Looking at the whole agreement and its main provisions, we think it would be wrong to hold that the plaintiffs are justified in withholding payment under clause 11 simply on the ground that there has been a breach of clause 17. For these reasons we are of opinion that the decision of North, J., cannot be supported, and that the defendants are entitled to have a declaration that clause 11 is binding on the plaintiffs, and to have an account taken thereunder. The plaintiffs are entitled to a declaration that the action of the defendant company did constitute a breach of the agreement, but until the line of the Brecon Co. is opened they will not be entitled to recover any damages in respect of the breach.—COUNSEL, *Baggallay*, Q.C., *Macnaghten*, Q.C., and *Sergeant*; *Cripps*, Q.C., and *Bompas*. SOLICITORS, *Beale & Co.*; *Bompas, Bischoff, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **CRYSTAL PALACE DISTRICT ELECTRIC SUPPLY CO. (LIM.).** Kekewich, J. 21st July.

COMPANY—REDUCTION OF CAPITAL—DISSENTIENT SHAREHOLDERS—AVAILABLE ASSETS—GOODWILL.

This was a petition for reduction of capital of a company which was incorporated in the year 1883. The petition was opposed by some of the shareholders of the company, though none of large amount, and it was contended on their behalf that the resolution for reducing the capital ought not to be confirmed by the court on two grounds: (1) that the goodwill of the business was not taken into account in estimating the assets of the company; and (2) that the reduction was for the benefit of the debenture-holders and unfair to the shareholders. The following cases were referred to: *Bannatyne* v. *Direct Spanish Telegraph Co.* (34 Ch. D. 287), *Re Direct Spanish Telegraph Co.* (34 Ch. D. 307), *Re The Abstainers and General Insurance Co.* (1891, 2 Ch. 124).

KEKEWICH, J., after referring to *Re Abstainers and General Insurance Co.* (1891 2 Ch. 124) and a *dictum* of North, J. (p. 125), that "If the company were transferring its business to another company the goodwill would probably be an available asset of some value," said that, so far as any answer to the first objection was required, it was met by the fact that in estimating the assets the goodwill had in fact been taken into account by valuing the assets as a going concern. With regard to the other point which was considered in *Bannatyne* v. *Direct Spanish Telegraph Co.* (34 Ch. D. 287) and *Re Direct Spanish Telegraph Co.* (34 Ch. D. 307), the court ought not to sanction a resolution for reduction of capital without considering the objections of dissentient shareholders, however small their interest in the company might be, for everybody must be protected notwithstanding the smallness of their interest. His lordship, however, did not think that the reduction would bear hardly on the dissentient shareholders. He was satisfied that what had been done had been honestly done, and he therefore sanctioned the resolution.—COUNSEL, *Warrington*, Q.C., and *Napier*; *Renshaw*, Q.C., and *Beddall*. SOLICITORS, *F. Voules*; *R. Chapman*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

PEPIN *v.* **BRUYERE.** Kekewich, J. 18th July.

CONFLICT OF LAWS—UNATTESTED WILL GOOD ACCORDING TO FRENCH LAW—BEQUEST OF LEASEHOLDS IN ENGLAND—LEX REI SITÆ—WILLS ACT.

In this case the following question of law was set down for hearing by order—namely, whether the beneficial interest of the testator, a French subject domiciled in France at the date of the will and at his death, in a leasehold messuage in England passed by virtue of his unattested will to the specific legatee thereof or whether the testator died intestate as to such

beneficial interest? The testator died in the year 1895 leaving a holograph will which was made in French form and was valid according to the law of France, and letters of administration with the will annexed of the personal estate of the testator were granted by the Probate Division to the defendant Bruyere. It was contended on behalf of the next-of-kin that in order to pass leasehold property in England the will must comply with the formalities required by the Wills Act. On behalf of the legatee it was argued that the testator being a domiciled French subject and the will being valid by the law of the domicil, letters of administration with the will annexed had been properly granted in respect thereof, although the will did not comply with the formalities required by the Wills Act, and that the consequence of such grant was that the administrator was bound to deal with all the property coming to his hands, including the leaseholds, according to the terms of the will, provided the disposition of the leaseholds by the will was not in substance illegal by the law of England. The following cases and text-books were referred to: *Freke* v. *Carbery* (L. R. 16 Eq. 461), *Duncan* v. *Lawson* (41 Ch. D. 394), *Bremer* v. *Freeman* (10 Moo. P. C. 306), *Croker* v. *Marquis of Hertford* (4 Moo. P. C. 339, 361), *Hood* v. *Lord Barrington* (L. R. 6 Eq. 218), *Re Price* (1900, 1 Ch. 442), *De Fogassieras* v. *Duport* (11 L. R. Ir. 123), Jarman on Wills, pp. 2, 5; Dicey's Conflict of Laws, pp. 72, 520, 523; Westlake's Private International Law, ss. 164, 169.

KEKEWICH, J., said there was no direct authority on the point, but it was clear that in dealing with leaseholds he was dealing with immovables, and his lordship held that the leasehold property, being part of the soil of England, did not pass by a will which did not comply with the formalities of the Wills Act, notwithstanding that the will had been validly executed according to the law of the testator's domicil, and that letters of administration had been granted in this country. This view was supported by *De Fogassieras* v. *Duport* (11 L. R. Ir. 123), which shewed that the principle of *Bremer* v. *Freeman* (10 Moo. P. C. 306, 359) did not apply to a disposition of leasehold or real property. There was also a strong consensus of opinion on the part of the text-writers in favour of this view, and Jarman (p. 2) was distinctly of that opinion. He must therefore hold that the leaseholds did not pass by the will. The proper course where a question of law is set down is to move for judgment.—COUNSEL, *P. O. Lawrence*, Q.C., and *Jason Smith*; *Warrington*, Q.C., and *Mackay*. SOLICITORS, *Baker & Nairne*; *Herbelet*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

HILDESHEIMER *v.* **FAULKNER (LIM.).** Kekewich, J. 19th July.

COPYRIGHT—PENALTY—SEPARATE OFFENCES—"SUM NOT EXCEEDING £10"—PARTICULAR COIN—ARTISTIC COPYRIGHT ACT, 1862 (25 & 26 VICT. c. 68), s. 6.

This was a summons by the plaintiff, who had been successful in an action to restrain the infringement of his copyright in certain pictures, to determine the amount of the penalties to be paid by the defendant. The number of copies distributed by the defendant was 1,012,600. The cost of their production amounted to about £100. The plaintiff, however, claimed to be entitled to a separate penalty in respect of each copy of not less than one farthing, amounting to £1,054 15s. 10d., under the Artistic Copyright Act, 1862 (25 & 26 Vict. c. 68), s. 6, which provides that if any person "not being the proprietor for the time being of copyright in any painting, drawing, or photograph shall, without the consent of such proprietor, repeat, copy, colourably imitate, or otherwise multiply for sale, hire, &c., any such work or the design thereof, . . . such person, for every such offence, shall forfeit to the proprietor of the copyright for the time being a sum not exceeding £10. . . ." For the defendant it was contended, firstly, that but one offence had been committed—namely, that of multiplying a million copies; and, secondly, if each copy constituted a separate offence no particular coin of the realm need be appropriated to it, but any fraction of a coin as the court might think fit.

KEKEWICH, J., said: There are two questions for decision on the same section of the Act. In the first place it is said for the defendants that they only committed one offence—viz., that of producing one million copies. But as to that I am bound by the case of *Ex parte Beal* (L. R. 3 Q. B. 387), by which it is clear that a penalty must be imposed for each copy sold; and I think myself that is the right construction of the Act. The other question is of a different character. For every such offence they are to forfeit a "sum not exceeding" £10. The difficulty is, what is "a sum" not exceeding £10? It is argued that it may be any fraction of a pound or a penny. I think, however, that by "sum" the Legislature meant not merely a sum in figures, but a sum which actually exists. It is difficult to avoid that conclusion merely on the ground that it is extravagant here to award over £1,000. I think you must have some recognized figure, some coin. That was the conclusion arrived at in *Green* v. *Irish Independent Co.* (*Limited*) (1899, 1 Ir. Rep. 386), and by Charles, J., in *Ellis* v. *Marshall & Son* (64 L. J. Q. B. 757). The sum is a large one, and if I could I would not give it, but I think it is my duty to say that the defendant must pay one farthing in respect of each copy—that is, £1,054 15s. 10d.—COUNSEL, *Warrington*, Q.C., and *Hildesheimer*; *Warmington*, Q.C., and *A. J. Walters*. SOLICITORS, *Cartwright & Cunningham*; *Rehders & Higgs*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Re **WALTON. MILLER** *v.* **WALTON.** Byrne, J. 19th July.

SETTLEMENT—MONEY PAYABLE IN RESPECT OF DAMAGE TO HEIRLOOMS—CAPITAL MONEYS ARISING UNDER THE SETTLED LAND ACTS—SETTLED LAND ACT, 1882, s. 37.

This was an adjourned summons, and one of the questions asked by the summons was whether certain damages payable by the personal representatives of the late tenant for life of the settled estate in respect of certain heirlooms enjoyed with the settled estates were capital moneys arising under the Settled Land Acts, 1882 to 1890.

BYRNE, J., decided that the case was not covered by section 37 of the Settled Land Act, 1882, and that the money payable as damages could not be applied as capital money arising under the Settled Land Act.—COUNSEL, *St. John Clerke*; *Leigh Clare*. SOLICITORS, *Powell & Skues*; *James Girdlestone*.

[Reported by R. LEIGH RAMSBOTHAM, Barrister-at-Law.]

Re **WATERHOUSE'S CONTRACT.** Byrne, J. 24th and 25th July.

VENDOR AND PURCHASER—"OUTGOING"—SUM CHARGED BY DISTRICT COUNCIL FOR SEWERING, LEVELLING, AND MAKING UP A STREET—PUBLIC HEALTH ACT, 1875, s. 150.

This was a summons taken out under the Vendor and Purchaser Act, 1874, for the determination of the question whether a sum of money apportioned by a district council in respect of sewering, levelling, and making up a street was in the circumstances of the case an outgoing payable by the vendor or the purchaser under an agreement for sale of certain leasehold premises. The circumstances were these: By an agreement dated the 1st of July, 1898, and made between Knight and Waterhouse, Waterhouse, the respondent, agreed to sell to Knight, the applicant, certain leasehold premises in the urban district of Beckenham. By the conditions of sale it was provided that the applicant should be "entitled to possession or to the rents and profits as from the 29th of September, 1898, down to which time all outgoings are to be paid by the vendor"—that is, the respondent. On the 26th of July, 1898, the Beckenham Urban District Council served a notice in writing under section 150 of the Public Health Act, 1875, requiring the owner of the said premises, among other owners, to sewer, level, and make up the street in which the premises were situate in accordance with plans prepared by the said district council and to the satisfaction of the district council or its surveyors within the space of one calendar month from that date. The applicant called on the respondent to comply with this notice, and claimed that the expense of making up the road was an outgoing to be paid by the vendor (the respondent), but this the respondent denied, and the notice was not complied with. The district council accordingly itself made up the road, but after the 29th of September, 1898, and apportioned the sum to be paid in respect of the above-mentioned premises at £153 15s. 10d. The correctness of the apportionment was not disputed. The applicant contended that this sum was an outgoing which, though not ascertained as to exact amount until after the 29th of September, was created so far as the liability to pay it was concerned before that date. The following authorities were referred to during the argument: *Aldridge* v. *Ferne* (17 Q. B. D. 212), *Boor* v. *Hopkins* (40 Ch. D. 572), *Tubbs* v. *Wynne* (1897, 1 Q. B. D. 74), *Barsht* v. *Tagg* (1900, 1 Ch. 231), and the Public Health Act, 1875, ss. 150, 257. Counsel for the respondent was not called upon.

July 25.—BYRNE, J., after reviewing the cases above mentioned, and referring to *Stock* v. *Meakin* (1899, 2 Ch. 496), said that the Public Health Act did not confer on the owner of the premises a liability to do the work required by the district council, but gave him the opportunity of doing it himself. If he did not do it himself then the district council might do it, and when it was done by the district council a charge was made for the work so done. In this case the applicant failed.—COUNSEL, *Levett*, Q.C., and *Ashton Cross*; *Kirby*. SOLICITORS, *Timbrell & Deighton*; *Ashurst & Co.*

[Reported by R. LEIGH RAMSBOTHAM, Barrister-at-Law.]

BLACKBURNE *v.* **HOPE EDWARDES.** Buckley, J. 24th July.

SETTLED LAND—ANNUITY BY WAY OF RENT-CHARGE—CHARGE ON INHERITANCE—CHARGE SECURED BY TERM—RAISING ARREARS BY SALE OF INHERITANCE.

By an indenture of settlement executed on the 22nd of July, 1867, previously to and in anticipation of the marriage of William John Hope Edwardes and Emily Blackburne, the father of the said W. J. Hope Edwardes (hereinafter called the settlor) granted to trustees and their heirs certain farms and lands in the county of Salop to hold the same to the use, intent, and purpose that the said W. J. Hope Edwardes should have a rent-charge of £500 during his life, and from and after his decease that the said Emily Blackburne in case she should become his widow and her assigns might receive and take during her life the like annual sum or yearly rent-charge of £500 to be charged upon, issuing, and payable out of the said hereditaments thereby assured. And by the said settlement the usual powers of distress and entry and perception of rents and profits for securing payment of the said rent-charges and arrears thereof were limited to the said W. J. Hope Edwardes and E. Blackburne and their assigns respectively. And subject to and charged with the said rent-charges and the said powers and remedies for enforcing payment thereof, the said hereditaments were limited to the use of the said trustees, their executors, &c., for the term of ninety-nine years from the said marriage, and from and after the expiration of the said term and in the meantime subject thereto and to the trusts thereof, to the use of the settlor, his heirs and assigns. And the said term was limited to the said trustees upon the usual trusts that if either of the said rent-charges should be in arrear for sixty days they should out of the rents and profits or by mortgage or demise of the said hereditaments for all or part of the said term raise and pay the said rent-charges and all arrears thereof, and all costs, charges, and expenses sustained by reason of the non-payment thereof. The marriage took place in July, 1867, and the said W. J. Hope Edwardes, the husband, died in the following September, leaving the said E. Blackburne, then E. Hope Edwardes, his widow. She, by indenture dated the 1st of August, 1873, assigned the said rent-charge given to her by the settlement of the 22nd of July, 1867, to the plaintiff and another assignee who has since died. The said rent-charge was paid in full until 1895, when it fell into arrear, and it appeared that the amount of arrears at the present time exceeded £1,200. It also appeared that the net rents available for payment of the rent-charge were insufficient to pay

the same, owing to the decrease in the rentals caused by agricultural depression. This was an action for payment of the arrears, and to have the amount thereof raised by a sale of the land, and was against the present trustees of the settlor's will, and also against the tenant for life and remaindermen, devisees of the land, which was limited in strict settlement by the said will.

BUCKLEY, J.—The decision of Wood, V.C., in *Hall* v. *Hurt* (2 J. & H. 76) supplies a principle which is a guide to me that I ought to follow in this case. It is admitted by both sides that it would not be convenient to raise the arrears or to keep down future payments of the annuity by dealing with the term. The rent-charge is clearly a charge upon the lands themselves. The limitations are legal limitations of a rent-charge and rights to distrain, and enter, and receive and take the rents and profits, and discharge arrears thereout, and of a term. The question is a pure question of the construction of the deed containing these limitations. Is the charge on the inheritance intended to be enforced by a sale of the inheritance? There are numerous cases, and one of the earliest is *Cupit* v. *Jackson* (13 Price 721). The result of the cases is that the plaintiff is, *primâ facie*, entitled to a sale of the inheritance, but the court has a discretion in the matter. By way of illustration I refer to *Graves* v. *Hicks* (11 Sim. 536), where Shadwell, V.C., refused to make an order for mortgage or sale where the estate was in settlement, and to *Re Tucker, Tucker* v. *Tucker* (41 W. R. 505; 1893, 2 Ch. 323), where North, J., pointed out that, even if an annuity was charged on *corpus* and was in arrear, it was not a matter of course that it should be raised at once by sale or mortgage of the estate. The question is, What is the effect of the term that is limited by the deed creating this rent-charge? In *Hall* v. *Hurt* a term was given to raise a charge, and Wood, V.C., thought the term was created for the purpose of avoiding a sale of the fee; but he ordered a sale to raise arrears of a rent-charge which was not secured by a term. That is a guide to me, because I ought to see whether the existence of the term is consistent with the right to have a sale of the inheritance. There is express power to raise the arrears out of the term, and I hold that is inconsistent with a right to have them raised out of the inheritance. I say, as Wood, V.C., said in *Hall* v. *Hurt*, looking at the whole scope and contents of the deed, my impression is that the freehold was not intended to be sold to raise the charge, but the term was created for that purpose, with the view of avoiding a sale of the fee; and I therefore refuse to make an order for sale. His lordship, however, directed an account of what was due to the plaintiff, with liberty to apply, and gave the plaintiff a charge on the estate for his costs.—COUNSEL, *Astbury*, Q.C., and *Brinton*; *H. Terrell*, Q.C., and *Rutherford*; *Edward Ford*. SOLICITORS, *Chester & Co.*, for *Peele & Peele*, Shrewsbury; *Field, Roscoe, & Co.*, for *Greenall & Buckton*, Warrington; *Rowcliffes, Rawle, & Co.*, for *Watson*, Bury.

[Reported by J. F. WALEY, Barrister-at-Law.]

LAW SOCIETIES.

THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY

The annual general meeting of the above society was held on Wednesday, the 18th of July. The members met at Westgate Bridge, Gloucester, at 12.30 p.m., and there embarked on the steam launch *Berkeley Castle*, and proceeded thence up the River Severn to Tewkesbury. Luncheon was provided on board. After viewing Tewkesbury Abbey, the party were hospitably received by Mr. F. J. Brown, a member of the society, whose residence adjoins the abbey. The return journey was commenced at 4.15 p.m., and the business of the meeting was then transacted. The following members were present: Mr. John Bryan (Gloucester, the president) in the chair, Mr. A. J. Morton Ball (Stroud, vice-president), Messrs. J. B. Winterbotham, W. G. Gurney, R. Ley Wood, and T. F. Cottam (Cheltenham), W. Warman, R. H. Smith, F. G. Playne, F. Winterbotham, and A. H. G. Heelas (Stroud), M. F. Carter (Newnham), A. P. Kitcat (Tetbury), E. C. Sewell and E. B. Haygarth (Cirencester), J. P. Wilton Haines, C. Scott, N. D. Haines, A. S. Helps, G. Whitcombe, E. T. Gardom, H. J. Taynton, J. H. Jones, J. P. Wilkes, and John W. Coren (hon. secretary and treasurer, Gloucester).

The report of the committee of management for the past year was adopted on the motion of the president, seconded by Mr. Warman.

Gratuities to the amount of £82 16s. were voted to the relatives of deceased solicitors and a donation of £10 10s. to the Solicitors' Benevolent Association. It was resolved to continue in association with the Associated Provincial Law Societies for the current year and a donation of £21 was voted to the Gloucestershire Law Library Society. Mr. A. J. Morton Ball (Stroud) and Mr. W. Forrester (Malmesbury) were elected president and vice-president respectively for the year ensuing. The following were elected as the committee of management for the ensuing year, together with the president, vice-president, and hon. secretary: Messrs. R. Ellett, M. F. Carter, W. Warman, J. B. Winterbotham, E. C. Sewell, H. Bevir, John Bryan, and J. P. Wilton Haines. The following new members were elected—viz.: Messrs. H. W. Grimes, M. Barry Lewis, W. Langley Smith, H. H. Scott, and J. P. Wilkes (Gloucester), H. A. Badham, jun, L. G. Badham, H. W. Brown, B.A., F. W. Moore and N. G. Moore (Tewkesbury), W. G. Earengey, F. J. Eckersall, A. Lamb, and R. E. Steel (Cheltenham). The meeting passed a resolution most heartily congratulating Mr. Robert Ellett, of Cirencester, on his election as President of the Incorporated Law Society, U.K., and also expressing the appreciation of the members of this society of the high honour done them by such election. It was decided to hold the next annual general meeting at Stroud, and a vote of thanks to the retiring president was then unanimously passed. This concluded the business of the meeting. On arrival at Gloucester the members proceeded to the Wellington Hotel to dinner, which was also attended by Mr. Ellett and several other members who were unable to attend the meeting.

The following are extracts from the report of the committee:

Members.—The number of members at the present time is 100.

Estate Duty.—In consequence of the altered opinion of the Commissioners of Inland Revenue, that "Estate duty is a charge upon property under all circumstances, and does not shift under any, to proceeds of sale, and the purchaser is consequently bound to interest himself with regard to the due discharge of the duty," the Incorporated Law Society entered into correspondence with the Chancellor of the Exchequer with the view to secure legislation, providing that estate duty charged under the Finance Act, 1894, on land sold under a trust or power of sale shall be charged on the proceeds of sale in exoneration of the land, which would place estate duty on the same footing as succession duty, and Sir A. K. Rollit, M.P., at their request gave notice of an amendment to the Finance Bill, having this end in view. On the 26th of March last the Chancellor of the Exchequer received at the Treasury a deputation consisting of the president of the Incorporated Law Society and five other gentlemen representing the Associated Provincial Law Societies, the Yorkshire Union of Law Societies, and the Liverpool, Birmingham, and Bristol Law Societies, who were introduced by Sir A. K. Rollit, and after going fully into the question, the Chancellor considered that, in consequence of aggregation with regard to duty imposed by the Finance Act, there was a marked difference between that duty and the duty imposed by the Succession Duty Act, and that the evidence which had been furnished was not then sufficient to warrant any alteration in the law, and he thought that any difficulty hitherto experienced might, to a great extent, if not wholly, be overcome by the Inland Revenue authorities making use in a somewhat freer manner than hitherto of section 11 of the Finance Act, 1894, providing that the commissioners, on being satisfied that the full estate duty had been, or would be, paid, might give a certificate to that effect, which would discharge any particular property from claim for further duty. He therefore indicated that he could not this year consent to any amendment, but he stated that he quite admitted that any real impediment to the transfer of land ought to be removed, and if, therefore, the evidence which would accumulate during the current year shewed that the difficulty could not otherwise be overcome, he would be prepared next session favourably to consider an amendment. Under these circumstances Sir A. K. Rollit did not move the amendment which stood in his name. The committee suggest that every member of the society should keep a record of transactions in which the question arises so that they may be in a position to furnish the Chancellor of the Exchequer with further evidence next year, and they think that whether a sale is completed in the absence of a certificate under section 11 of the Finance Act (that is to say, on the personal undertaking of the solicitor, or some other person, to produce a certificate) or not, it should be recorded, with the dates when the certificate was applied for, when it was received from the commissioners, and when the purchase was completed.

Fraudulent Solicitors.—A special general meeting of the Associated Provincial Law Societies was held on the 11th of May last, when the question of what steps, if any, should be taken to prevent, remedy, or punish frauds by solicitors was discussed at some length, but no resolutions were passed on the subject, it being considered necessary to await the report of the committee of inquiry appointed at a general meeting of the Incorporated Law Society before expressing any opinion. This committee has not yet had an opportunity of considering the report of the Special Committee which has since been issued. With regards to insurance or guarantee, some of the Special Committee are opposed to the principle involved, and others, while they feel the matter is one of great complexity and difficulty, trust that some scheme may ultimately be devised and worked out.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION—JUNE, 1900.

At the Examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

BERTIE FREDERICK BROWNE, who served his clerkship with Mr. George Holme Bower, of the firm of Messrs. Bower, Cotton, & Bower, London.

HERBERT BEDFORD, who served his clerkship with Mr. Henry Barlow Sandford, of the firm of Messrs. Rodgers & Co., of Sheffield.

ALFRED WARREN BUTLER, who served his clerkship with Mr. Edward Hillman (deceased), and Mr. Hubert James Hillman, both of Lewes; and Messrs. Coode, Kingdon, & Cotton, of London.

SECOND CLASS.

[In Alphabetical Order.]

Harold George Brown, B.A., LL.B. (Camb.), who served his clerkship with Mr. Harold Brown, of the firm of Messrs. Linklater, Addison, Brown, & Jones, of London.

Hugh Christopher Davies, who served his clerkship with Mr. G. Christopher Davies, of Norwich, and Messrs. Bircham & Co., of London.

Charles Stanley Fisher, who served his clerkship with Mr. Thomas Francis Peacock, of London.

Hugh Fraser, who served his clerkship with Mr. Sidney George Spreat, of the firm of Messrs. Baxter, Spreat, Johnson, & Co., of London.

Charles Reginald Harrison, who served his clerkship with Mr. Ivor Vachell, of Cardiff, and Messrs. Vachell & Co., of London.

Evan Hayward, who served his clerkship with Mr. Ernest Havelock Henly and Mr. Evelyn Charles Lloyd, both of Wootton-under-Edge.

Alfred Bruce Llewellyn Jones, who served his clerkship with Mr. Hugh Wilson Paton, of Swansea.

John Bertrand Watson, who served his clerkship with Mr. Charles John Archer, of the firm of Messrs. Archer, Parkin, & Archer, of Stockton-on-Tees; and Messrs. Crump, Sprott, & Co., of London.

Russell Asquith Wooding, LL.B. (Lond.), who served his clerkship with Mr. Frederick Henry Rooke (deceased), and Mr. Arthur William Rooke, both of London.

THIRD CLASS.

[In Alphabetical Order.]

Harry Flude, who served his clerkship with Mr. John Pratt, of the firm of Messrs. Beale & Co., of Birmingham and London.

Cecil Hubert Morgan Griffiths, B.A., LL.B. (Camb.), who served his clerkship with Mr. W. Morgan Griffiths, of Carmarthen.

Arthur Philip Guerrier, who served his clerkship with Mr. John Robertson Reep, of the firm of Messrs. Reep, Lane, & Co., of Bagshot and London.

Erskine Hannay, who served his clerkship with Mr. Frederick Hannay, of London.

Malcolm John Henderson, who served his clerkship with Mr. Henry Ashton Henderson, of London.

Charles Alden Hopkinson, who served his clerkship with Messrs. Meade-King & Son, of Bristol.

George Harrison Eaton Jones, who served his clerkship with Mr. W. H. Finchett (deceased), and Mr. W. Sharpe, both of Chester.

Osman Wynne Jones, who served his clerkship with Mr. William Arthur Weightman, of Liverpool.

James Lomas-Walker, who served his clerkship with Mr. Robert Peach, of Harrogate; and Messrs. Collyer-Bristow, Russell, Hill, Curtis, & Dods, of London.

Robert Lunn, jun., who served his clerkship with Mr. Robert Lunn, of Stratford-upon-Avon; and Messrs. Crowders, Vizard, & Oldham, of London.

George Berthold Parker, who served his clerkship with Mr. Thomas Harrison Evans, of Walsall; and Mr. James Appleby Longden, of Sunderland.

Stanley Walter Rodgers, who served his clerkship with Mr. Arthur Gilbert, of the firm of Messrs. Rodgers & Gilbert, of London.

Arnold Slater, who served his clerkship with Mr. James Edward Wing, of Sheffield.

Ernest Hyam White, who served his clerkship with Mr. Alfred White, and Messrs. Edwin Andrew, White, & Wattson, of London.

Harold Remington Wilson, B.A. (Camb.), who served his clerkship with Mr. William Howard Winterbotham, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Browne—Prize of the Honourable Society of Clement's-inn—value about £10; the Daniel Reardon Prize—value about 20 guineas; and the John Mackrell prize—value about £12.

To Mr. Bedford—the Prize of the Honourable Society of Clifford-inn—value 5 guineas.

To Mr. Butler—the Prize of the Honourable Society of New-inn—value 5 guineas.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and forty-two candidates gave notice for the examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th of July, 1900:

Agate, Sydney Evershed
Appleton, Henry Allan
Austin, William Albert
Bentley, Francis Bernard
Beirnstein, Joseph Barnett
Beverley, Frank
Birch, Frank
Blaker, Harold Montagu
Brogden, William Frederick
Burnett, Charles Compton
Butler, Walter
Carter, Hubert
Cartwright, Richard
Chamberlain, Henry Seymour
Champness, William Henry
Chapple, Henry Torrington
Clark, Walter Herbert
Cosens, Herbert George
Cowburn, William Henry
Davis, Charles James
Daynes, Gilbert William
Dees, William Vernon
Devey, William Henry Dixon
Downing, Charles Vincent
Duckers, James Scott
Duckham, Thomas Henry
Evans, Evan William
Farrell, Joseph
Fortune, Harold Wilson
Gibson, Ernest Basil
Graham, John Gerald
Graves, Alfred Percival
Ground, Ernest William
Gunn, Sinclair Powell
Hagley, Daniel
Harman Charles
Hatt, Cecil
Heathcott, Edwin
Hengler, Thomas Frowde
Hill, Francis William
Hill, Samuel Russell
Hyner, William John
Johnstone, Arthur Kenneth Griffith
Jones, James
King, Laurence
Knight, Frederick Adams
Lings, Harold Cronshaw
Lloyd, Ernest Arthur Charles
McCloughin, Bertram Gordon
Marriott, Alfred Joseph
Milton, Charles Barton
Mitchell, John
Moodie, Percy Alfred
Morgan, John Lewis
Morris, Charles Vincent Boleyn
Morris, Humphrey William
Musgrave, John Edward
Newson, Frederick John
Newton, Thomas
Outhet, Thomas William
Paynter, John Athelstan
Poppleton, Rowland R.
Price, Arthur Rees
Prior, Charles Bolingbroke Leathes
Purnell, Arthur Leopold
Reiche, Francis Adolphus Herman
Renshaw, Reginald
Richardson, John George
Ridley, John Philipson
Rigby, Herbert Richard
Robinson, Vincent Hillier
Rogers, Gerald Dowles Theodore
Sayer, Thomas Lester
Smith, William Arthur
Smith, William Reginald
Somjee, Gullamhoosein Ahamed
Sparrow, Cyril Wellesley
Stevens, George Southall
Steward, Gerrard Bulwer
Stewart, Francis John
Thorneley, Hubert Gordon
Townsend, Hubert
Truman, Alfred Tom
Utley, Robert Norman
Ward, Octavius Whittard
Weatherall, Francis Herbert
Weeding, John Richard Baggallay
Whitaker, Harold Braithwaite
Whitehouse, Frederick William
Williams, Graham Moore
Wilson, Kenneth Forshaw
Winskell, Robert
Wright, Edmund
Wolff, Cecil Harry

The Lee Essay Prize of Gray's-inn, value £25, has this year been awarded to Mr. S. P. Lewis-Jones. The subject set was "The Right of the Subject, under the Laws of England, to Personal Liberty."

LEGAL NEWS.

APPOINTMENT.

Mr. H. W. DISNEY, barrister, has been appointed a Revising Barrister on the Midland Circuit in place of Mr. Russell Griffith, resigned.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

HAROLD MOXEY and ALFRED WILLIAM COLSTON KNEE, solicitors (Moxey & Knee), Bristol. July 11.

WILLIAM HUNT and ADAM COTTAM CASTLE, solicitors (Hunt & Castle), Bristol. June 30.

JOHN SAMUEL DAVIES and EDWARD WILLIAMS, solicitors (Davies & Williams), Pontypridd. The said Edward Williams will continue the said practice under the style or firm of "Edward Williams & Co."

[*Gazette*, July 20.

GENERAL.

Sir Francis Jeune was to leave town on the 20th of July for Karlsbad, in order to undergo a course of the waters there.

It is stated that Mr. Thomas Lewis, the Assistant Paymaster-General of the Supreme Court, Royal Courts of Justice, has resigned his appointment. The post is worth £1,200 a year.

Sir Arthur Charles, official principal of the Arches Court of Canterbury, sat for the first time in that capacity in the Church House, Dean's-yard, Westminster, on Wednesday to hear an appeal from the Consistory Court of Exeter.

The "American Lawyer" says that the Kentucky Legislature passed an Act which reads as follows: "It shall be unlawful for any person to fire or discharge at random any deadly weapon, *whether said weapon be loaded or unloaded*."

Lieutenant John Bates, says the *St. James's Gazette*, who twelve months since became Chief Constable of Stalybridge, has been appointed Assistant Crown Commissioner at Johannesburg. Mr. Bates is a solicitor by profession, and he went out to the front as a Volunteer officer in January last.

The Solicitor-General (Sir E. Carson, Q.C., M.P.) was entertained at a complimentary dinner in the Inner Temple-hall on Wednesday evening by a number of members of the English bar, in celebration of his recent appointment as one of the Law Officers of the Crown. The Attorney-General presided, and among the numerous company present were Sir R. T. Reid, Q.C., M.P., Sir E. Clarke, Q.C., and other members of the bar.

At the Guildhall police-court on the 20th inst., before Mr. Alderman Crosby, William Smith Gofton, solicitor, of Basinghall-street, was charged on remand on a warrant with unlawfully converting to his own use the proceeds of a cheque for £429 19s entrusted to him by a client. Mr. R. D. Muir prosecuted; and Mr. Moyses, with whom was Mr. Clarke, defended. Mr. Muir, in his opening statement, said that Mrs. Sarah Greening, a widow, of Willow Brook-road, Peckham, agreed with a Mr. Hurst, of Oxted, to purchase some houses at Canning Town, and desired the defendant to act for her as her solicitor. In order to get the money she sold out some Victorian Inscribed Stock, and on the 27th of March obtained from her brokers a cheque for £429 19s. This she handed to the defendant, asking him to keep it until the purchase was completed. Without her knowledge the cheque was made out to the accused, and eventually he got it cashed by a Mr. Hewett, to whom he owed money. At this time he was in such an impecunious condition that he borrowed 35s. of the housekeeper at his office. Mrs. Greening never got her money back, and the defendant wrote her all manner of shuffling letters, telling her, amongst other things, that the terms of the lease of the property were not good. Mr. Muir, in conclusion, said he charged the accused with offences under the 75th and 76th sections of the Larceny Act. Some evidence having been given the case was again adjourned

On Mr. Justice Wills taking his seat in the Nisi Prius Court at Nottingham on Tuesday morning, Mr. Buszard, Q.C., the leader of the Midland Circuit, addressing his lordship, said that on behalf of the circuit, and, indeed, of the bar generally, he welcomed his lordship's return to the bench after a long illness. It was a happy circumstance that the learned judge had resumed his duties upon his old circuit, where he had first established his reputation. His lordship, who spoke with much emotion, thanked his old friend Mr. Buszard and his friends at the bar for their kind welcome. So far as he could judge at present, his recovery was pretty complete, and he hoped he might yet be spared for some time to resume his duties with effect. He had returned to his work on almost the exact anniversary of his appointment to the bench sixteen years ago.

Among those who have accepted invitations to be present at the banquet to be given by the English bench and bar to representatives of the American and colonial bench and bar and others in the Middle Temple-hall on Friday evening this week, in addition to the list previously given, are the United States Ambassador, the Hon. F. Beck (Assistant Attorney-General, U.S.), Mr. Francis Rawle (treasurer of the American Bar Association), the Hon. J. Woolworth, the Hon. F. Scott, Judge Baldwin, Judge Ritchie, and other members of the United States bench and bar. Ireland and Scotland will be represented by the Lord Chief Justice of Ireland (Lord O'Brien), Lord Justice Holmes, Lord McLaren, and the Lord Advocate. The Chief Justice of Canada (Sir Henry Strong), Mr. Justice King (Canada), and representatives from New Zealand, Jamaica, Ceylon, Mauritius, Queensland, Australia, the Bahamas, and South Africa will also be present.

At the Stafford Assizes, on Saturday, Mr. Justice Bucknill, in charging the grand jury, mentioned the case of Ernest Brighton, who stood charged with committing perjury upon the hearing of a summons against him for street betting. His lordship said that he did not take the view that prosecutions for perjury ought always and as a rule to be instituted against defendants who availed themselves of the liberty given to accused persons under the recent Criminal Evidence Act. He advised magistrates to be very cautious in dealing with such offences, and not to encourage prosecutions except in flagrant cases. If the bare denial upon oath of an accusation, a denial not aggravated by false charges against others, were to result inevitably in proceedings for perjury, people upon trial would be frightened of giving evidence at all, and the benefits conferred by the Act would be circumscribed and its very purpose would be defeated. For these reasons he had no wish to see such prosecutions become frequent.

Heat, says the *St. James's Gazette*, affects different animals in different ways. For instance, it puts bonnets on the heads of horses, and removes the wigs from barristers. Both results are due to humane considerations, and Mr. Justice Mathew deserves the same credit as the kindly coachmen who have lately been filling the streets with such fantastic vagaries of equine summer fashions. The younger Pitt once declared he had un-Whigged his opponent for the rest of his life. Mr. Justice Mathew did not go quite so far. He only unwigged his court during continuance of hot weather. But when a hundred bald pates leapt from their scabbards at the judicial intimation, it is said that the ancient usher of the court was shocked at the laxity of modern manners, and declared that ladies might now as well visit Sir Francis Jeune's court as that of the genial Irishman of the Queen's Bench. But if the heat only lasts long enough the veriest prude will be reconciled to the idea of barristers with *decolleté* skulls. A similar permission in a Chancery Court was not accepted by the bar. No doubt the occupants of the Court of Equity shrank from revealing that their heads were made of parchment.

In the House of Commons on the 23rd inst. Mr. Hazell a ked the Attorney-General whether his attention had been called to the statements of Mr. Justice Wright in charging the grand jury at the Derbyshire Assizes on the 11th inst., in reference to the dentention of persons awaiting trial; and what action the Government proposed to take to prevent similar occurrences in future. The Attorney-General said: My attention has been called to the remarks of Mr. Justice Wright at the Derbyshire Assizes. I understand that in discharging the grand jury the learned judge modified these remarks in respect of two or three prisoners who had been offered bail before the magistrates and had refused it. There appears to be no doubt that there had been a good deal of detention before trial which might have been prevented by the exercise of the power of the magistrates to grant bail, but I have not been able to verify all the details stated in the second paragraph of the question. The Bail Act of 1898 was passed with the object of preventing unnecessary detention, and the Government have under consideration the propriety of taking steps to call the attention of justices' clerks to the provisions of this Act.

A glass containing liquid of the colour and consistency of coffee, says the *Daily Mail*, stood on the desk in front of Mr. Justice Grantham on Tuesday, when he opened the Radnorshire Assizes at Presteigne. "That," said the judge, pointing to the liquid, "is a sample of the water sent up to my bedroom to wash in." But this was comparatively a mild complaint. Mr. Justice Grantham proceeded to criticize the judges' lodgings, and, according to his experience, it must be a terrible abode. It was twelve years, his lordship mentioned, since he was in the judges' lodgings at Presteigne, and, though that was a short period in a man's life, it was a long period for the same dust and dirt to remain on the walls of the judges' lodgings. When the lodgings were first built the walls were not papered—he supposed they were not dry enough—and they had not been papered yet, but he assured the grand jury that the walls were quite dry enough now. The judge added an ominous threat. If he found things in the same state when he came there again he would be inclined to deal with the sheriff. He would not inflict a fine, as a fine would be easily paid; he would inflict the more severe punishment of sentencing the sheriff to be imprisoned for twenty-four hours in the judge's lodgings.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July 30	Mr. Carrington	Mr. Jackson	Mr. Godfrey
Tuesday 31	Lavie	Pemberton	Leach
Wednesday, Aug. 1	Carrington	Jackson	Godfrey
Thursday 2	Lavie	Pemberton	Leach
Friday 3	Carrington	Jackson	Godfrey
Saturday 4	Lavie	Pemberton	Leach

Date.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.
Monday, July 30	Mr. Pugh	Mr. Greswell	Mr. Farmer	Mr. Leach
Tuesday 31	Beal	Church	King	Godfrey
Wednesday, Aug. 1	Pugh	Greswell	Farmer	King
Thursday 2	Beal	Church	King	Farmer
Friday 3	Pugh	Greswell	Farmer	Church
Saturday 4	Beal	Church	King	Greswell

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 31.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Bayswater, Notting-hill, Hammersmith, and Lee: Net Improved Ground-rents of £33 10s., and twenty-four Leasehold Houses and Shops, producing £986 per annum. Messrs. Thomas White & Sons, London. (See advertisement, July 21, p. 5.)

July 31.—Messrs. TROLLOPE, at the Mart, at 2:—Sloane-square, S.W.: Valuable Long Leasehold Property, consisting of commanding corner premises, now in the occupation of Messrs. Vigers Bros., timber merchants; held for an unexpired term of 55 years at the ground-rent of £41 per annum. (See advertisement, July 14, p. 5.)

Aug. 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To a Trust Fund of £16,000 Water and Railway Stocks; lady aged 62. Solicitors, Messrs. Hollams, Sons, Coward, & Hawksley, London.

To One-third of a Trust Fund, value £43,000, Railway Stocks and Leaseholds; lady aged 72. Solicitor, Tierney C. Matthews, Esq., London.

To One-third of a Trust Fund of £47,000 Consols and Railway Stocks; gentleman, aged 54. Solicitors, Messrs. Lydall & Sons, London.

To One-sixth of a Trust Fund, value £7,000, Freeholds and Mortgages; lady aged 84. Solicitor, H. Mear, Esq., London.

INTEREST in possession of a gentleman aged 21, provided he attain 25 (see particulars); estates valued at £25,000. Solicitors, Messrs. Pearce-Jones & Co., London.

ANNUITY of £335, during the life of lady aged 58; with policy. Solicitor, G. J. Fowler, Esq., London.

POLICIES:

For £5,000. Solicitors, Messrs. Rowley & Co., Manchester.

For £2,500. Solicitor, A. R. Jackson, London.

For £1,000, £1,000, £1,000. Solicitor, Richard Preston, Esq., Tonbridge.

(See advertisements, this week, back page.)

Aug. 3.—Messrs. ELLIS & SON, at the Mart, at 2:—Peckham-rye, East Greenwich, and Harringay Park, N.; Freehold Ground-rents of £157 4s. per annum, with reversions to the rack-rentals, now estimated at £748 per annum. Solicitor, E. Chester, Esq., London. (See advertisement, this week, p. 5.)

RESULTS OF SALES.

REVERSIONS, LIFE POLICIES, AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held a very successful Sale of these Interests at the Mart, E.C., on Thursday, July 19, the most important items being Life Policies for £14 500, with profits, on the life of Lord Suffield. These realized £14,240, being an average increase of 15 per cent. over surrender value. The total of the sale was £17,136.

	£
REVERSIONS:	
Absolute to Leaseholds producing £122 per annum; life 83 ... ... Sold	635
Absolute to £1,955 12s. 5d. 2½ per Cent. Consols; life 73	1,350
LIFE POLICIES:	
For £400, with profits; life 66	495
For £5,000, with profits; life 70	5,000
For £5,000, ,, ,, ...	4,100
For £3,000, ,, ,, ...	3,050
For £1,500, ,, ,, ...	2,080
For £3,400, ,, ,, ...	200
SHARES in Vienna Ice Co., 200 £1 Shares, fully paid	225

Messrs. C. C. & T. MOORE held their last Sale of the season on Thursday last, selling property to the value of £5,305. The Estate of the late John Thridgould, Esq., was included, and fetched good prices. Amongst the other lots sold were Nos. 111-141, Argyle-road, Canning Town, £1,250, and 16 Short Leaseholds in Hayfield-passage, Mile End, £1,260.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACCLES, LIMITED—Petn for winding up, presented July 14, directed to be heard on Aug 1. Davis, 21, Liverpool st, solor to petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 30

CHRISTOPHER WOOD, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to William Christopher Wood, Brinscall Hall, nr Chorley, Lancs. Bramwell, Preston, solor to liquidator

GILL MCDOWELL JABBAH CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Arthur Smith, Cannon st House. Burn & Berridge, 11, Old Broad st, solors for liquidator

HOLLOWAY'S WINE CO, LIMITED—Petn for winding up, presented July 19, directed to be heard on Aug 1. Williamson & Co, 13, Sherborne lane, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

KOOTENAY CONSTRUCTION CO, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Adams, 2, Suffolk lane

KRONTHAL CO, LIMITED—By an order made by Wright, J., dated June 29, it was ordered that the voluntary winding up of the company be continued. Upton & Co, 11, Austinfriars, solors for petners

QUARTZ HILL REWARD CLAIM, LIMITED—Creditors are required, on or before Oct 25, to send in their names and addresses, and the particulars of their debts or claims, to William Arthur Smith, 23 and 29, St Swithin's lane. Neish & Co, 66, Watling st, solors to liquidator

SHARP BROTHERS' SOAP AND PERFUMERY CO, LIMITED—By an order made by Cozens-Hardy, J., dated July 10, it was ordered that the voluntary winding up of the company be continued. Montagu & Co, 5 and 6, Bucklersbury, solors for petners

SWANSEA HEMATITE IRON CO, LIMITED—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Roger Beck, Rhyddings, Langland Bay, near Swansea. Collins & Woods, Swansea, solors for liquidator

TELEGRAPH, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Francis McBain, Royal Exchange, Middlesbrough. Jackson & Jackson, Middlesbrough, solors to liquidator

VALE OF EVESHAM FLOUR MILLS CO, LIMITED—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars or their debts or claims, to Charles Hodgkinson, 98, Colmore-row, Birmingham. New, Evesham, solor for liquidator.

WHITE & PIKE, LIMITED—Petn for winding up, presented July 17, directed to be heard Aug 1. Hannay & Reynolds, 54 and 55, Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

FRIENDLY SOCIETY DISSOLVED.

COVENTRY PRINTING SOCIETY, LIMITED, 42, Cox-street, Coventry, Warwick. July 12.

London Gazette.—TUESDAY, July 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONCORDIA CONSOLIDATED MINES CO, LIMITED—Petn for winding up, presented July 23, directed to be heard Aug 1. Grant & Co., 386, Strand, solors and petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 1

DONNERTY IRON CASTINGS PROCESS, LIMITED—Petn for winding up, presented July 18, directed to be heard Aug 1. Andrew & Co., 27, Clement's-lane, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 31

ED. & JOS. BUCKLEY, LIMITED—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Handley, 4A, Booth st, Manchester

HARTZ RIVER DIAMOND AND ESTATES SYNDICATE, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Julius Pam, Edmund Davis, and Felix Bruch, 19, St Swithin's lane

HARVEY & WILLIAMS, LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Herbert Edgley Taylor, 28, Finsbury pavement. Paddison & Co, 110, Cannon st, solors to liquidator

H. MCKRONE, LIMITED—Petn for winding up, presented July 21, directed to be heard Aug 1. Stevens, 7, King st, Cheapside, agent for Steggall & Co, Weymouth, solors to creditor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Tuesday, July 31

JOHN TAYLOR & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Leman and John Renals, 1, St Peter's Church walk, Nottingham

KENT BACON CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to J. M. Poncia, 17, Bank st, Ashford, Kent

MERCANTILE AND GENERAL SHARE AND CONTRACT CO, LIMITED—Petn for winding up, presented July 18, directed to be heard on Aug 1. Helder & Co, 30, Great St Helen's, for Simpson & Simpson, Leeds, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

ROSBACH SPRINGS, LIMITED—Petn for winding up, presented July 20, directed to be heard on Aug 1. Mason & Co, 70, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 31

SIDNEY RICHARDSON & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Friday, Aug 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Tonks, 1, Dudley rd, Wolverhampton

WOODBYRNE AYRSHIRE DEVELOPMENT CO, LIMITED—Creditors are required, on or before Sept 18, to send their names and addresses, and the particulars of their debts or claims, to G. G. Walker, 19, 26 Swithin's lane. Hall, Broad st House, solor

FRIENDLY SOCIETY DISSOLVED.

BARWELL BENEFIT LAND SOCIETY, Three Crowns Inn, Barwell, Hinckley, Leicester July 12

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 20.

RECEIVING ORDERS.

ALLANSON, THOMAS, Thornaby on Tees, Moulder Stockton on Tees Pet July 16 Ord July 16

BEADELL, RICHARD EDWARD, and GEORGE SAMUEL, West Bridgford, Notts, Builders Nottingham Pet July 16 Ord July 16

BILLINGS, WALTER HERBERT, Bristol, Watchmaker Bristol Pet July 16 Ord July 16

BISSMIRE, FREDERICK JOHN, Barnsbury, Licensed Victualler High Court Pet June 7 Ord July 17

BRIDEN, FREDERICK, High Wycombe, Chair Manufacturer Aylesbury Pet July 18 Ord July 18

BROUGH, ELIZA, Church Gresley, Derby Burton on Trent Pet July 16 Ord July 16

BRYAN, RICHARD, Whitechapel rd, Outfitter High Court Pet June 25 Ord July 17

BURT, CHARLES, Falmouth, Shipbuilder Truro Pet July 16 Ord July 16

CAVE, EDWARD A, Finchley rd, Estate Agent High Court Pet June 29 Ord July 17

CHALLIS, MATTHEW JOHN, Hackney rd, Butcher High Court Pet July 16 Ord July 16

DAISLEY, JOHN, Cambridge, Shop Assistant Cambridge Pet July 18 Ord July 18

DAVID, THOMAS, Ystradyfodwg, Glam, Collier Pontypridd Pet July 17 Ord July 17

FELTHAM, W E, Alresford, Hants, Tailor Winchester Pet June 22 Ord July 16

HAGUE, ROBERT BEARDSALL, Macclesfield, Schoolmaster Macclesfield Pet July 16 Ord July 16

HIRON, RICHARD, Leytonstone rd, Bootmaker High Court Pet July 17 Ord July 17

HOBIN, JOHN, Warrington, Grocer Warrington Pet July 18 Ord July 18

HUGHES, JOSHUA, Swansea, Tea Dealer Carmarthen Pet July 17 Ord July 17

HUNTER, SAMUEL, Leeds Leeds Pet June 28 Ord July 16

JONES, OWEN, Penygroes, Carnarvon, House Furnisher Bangor Pet July 14 Ord July 16

KENWORTHY, JANE, Leeds, Grocer Leeds Pet July 18 Ord July 18

LEAKE, JOHN SAMUEL, Hunslet, Leeds Leeds Pet July 17 Ord July 17

LOVELAND, WALTER, Edgware rd, Greengrocer High Court Pet July 17 Ord July 17

MANSELL, E, Anerley, Surrey Croydon Pet April 12 Ord July 17

MINTOFT, THOMAS JOHN, Alne, Yorks York Pet July 16 Ord July 16

MONRO, CATHERINE, Eastbourne Eastbourne Pet July 17 Ord July 17

MORTON, EDWARD CAVENDISH, Old Broad st, Financial Agent High Court Pet June 7 Ord July 18

MOSLIN, SETH, Chelsea, Estate Agent High Court Pet June 28 Ord July 18

MULLINGER, JAMES, Landport, Hants, Fishmonger Portsmouth Pet July 14 Ord July 14

NUTT, ANDREW JAMIESON, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet June 25 Ord July 16

PALLATT, ABRAHAM, Ebbw Vale, Mon, Draper Tredegar Pet July 17 Ord July 17

PHILLIPS, WILLIAM LITTLE, Uldale, Cumberland, Farmer Carlisle Pet July 16 Ord July 16

PUCKEY, JOHN CORNELIUS, Lostwithiel, Cornwall Truro Pet June 20 Ord July 17

REILLY, SAMUEL, East Stonehouse, Devon, Plumber Plymouth Pet July 17 Ord July 17

SHEPPARD, JOHN ANTHEM, Marston Magna, Somerset, Draper Yeovil Pet July 18 Ord July 18

SIMPSON JOHN WILLIAM, South Croydon, Builder Croydon Pet July 17 Ord July 17

SKELLERN, WILLIAM, nr Tunstall, Staffs, Grocer Hanley Pet July 16 Ord July 18

SMITH, HARRY, Nottingham, Tobacconist Nottingham Pet July 16 Ord July 16

SMITH, HERBERT A, Faringdon, Berks, Auctioneer Swindon Pet Nov 30 Ord July 16

STANYON, JOHN THOMAS, Leicester, Carpenter Leicester Pet July 16 Ord July 16

STEPHENSON, JOHN, Ryton on Tyne, Hosier Newcastle on Tyne Pet July 18 Ord July 18

TAYLOR, ALFRED R, Birmingham, Grocer Birmingham Pet July 2 Ord July 17

TEMPLE, JOHN HENRY, Kingston upon Hull, Chemist Kingston upon Hull Pet July 3 Ord July 18

THOMAS, LEVI JOHN, Halifax, Joiner Halifax Pet July 17 Ord July 17

THORNBOROUGH, ALBERT FLEETWOOD, Chester, Musical Instrument Dealer Chester Pet July 17 Ord July 17

TIBBITTS, ISAAC, Birmingham, Fruiterer Birmingham Pet July 17 Ord July 17

TOWNER, F, Whitton, Hounslow, Builder Brentford Pet June 27 Ord July 18

TUCKER, JAMES, Cardiff, Flour Merchant Cardiff Pet June 22 Ord July 14

WOLFE, HARRY GEORGE, Ryde, I of W, Fishmonger Newport Pet July 16 Ord July 16

FIRST MEETINGS.

AMBLER, EDWIN ARCHER, Haworth, nr Keighley, Painter July 27 at 1 Exchange Hotel, Nicholas st, Burnley

BAILEY, GEORGE, Egham, Surrey, Coal Merchant July 27 at 12 24, Railway app. London Bridge

BAKER, HENRY, New Brompton Aug 13 at 11.30 115, High st. Rochester

BERGHOFF, HENRY, and EDWARD ROBERT MOOR, Buckingham st, Strand July 27 at 2.30 Bankruptcy bldgs, Carey st

BISSMIRE, FREDERICK JOHN, Barnsbury, Licensed Victualler July 31 at 12 Bankruptcy bldgs, Carey st

BROUGH, ELIZA, Church Gresley, Derby, Dealer in Sweets July 27 at 12 Off Rec, 47, Full st, Derby

BRYAN, RICHARD. Whitechapel rd, Outfitter July 27 at 2.30 Bankruptcy bldgs, Carey st

BURT, CHARLES, Falmouth, Shipbuilder July 31 at 12.30 Off Rec, Boscawen st, Truro

CARTER, JOHN, Leftwich, Northwich, Corn Merchant July 27 at 10.45 Royal Hotel, Crewe

CAVE, EDWARD A, Langland gdns, Finchley rd, Estate Agent July 31 at 11 Bankruptcy bldgs, Carey st

CHALLIS, MATTHEW JOHN, Hackney rd, Butcher July 27 at 11 Bankruptcy bldgs, Carey st

CLARKE, ALBERT MORLEY, Witham, Essex, Architect July 27 at 3 Off Rec. 47, Full st, Derby

CLAXTON, FREDERICK WALTER, East Dereham, Tailor July 28 at 12.30 Off Rec, 8, King st, Norwich

COSHAM, ROBERT, Farndon, Notts, Shopkeeper July 27 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

COLLARD, FREDERICK, Blakeney, Glos, Grocer July 28 at 12 Off Rec, Station rd, Gloucester

CRAWFORD, LINDSAY OSWALD, Wisbech, Grocer July 28 at 1 Off Rec, 8, King st, Norwich

CURTIS, JAMES, Carlton Colville, Suffolk, Painter July 28 at 12 Off Rec. 8, King st, Norwich

DAVID, THOMAS, Ystradyfodwg, Glam, Collier July 27 at 3 135, High st, Merthyr Tydfil

FRANCIS, JAMES, St James' End, Northampton, Commercial Clerk

GREEN, RICHARD, Newlyn in Paul, Cornwall, Carrier July 28 at 12 Off Rec, Boscawen st, Truro

GREGORY, ERNEST, Radford, Notts, Warehouseman July 27 at 2 Off Rec, 4, Castle pl, Park st, Nottingham

HALLAM, WILLIAM FRANK, Nottingham, Joiner July 27 at 3 Off Rec, 4, Castle pl, Park st, Nottingham

HIGGOTT, ALFRED EDWARD, Holly Bush ln, Hampton, Nurseryman July 27 at 12.30 24, Railway app, London Bridge

HINCHCLIFFE, SAM, Leeds, Wool Waste Merchant July 27 at 11 Off Rec, 22, Park row, Leeds

HOBSON, THOMAS, Armley, Leeds July 30 at 11 Off Rec, 22, Park row, Leeds

HUGHES, ARTHUR RICHARD, West Kensington July 30 at 12 Bankruptcy bldgs, Carey st

HUGHES, J A, Marylebone rd, Auctioneer July 31 at 11 Bankruptcy bldgs, Carey st

HUNTER, SAMUEL, Leeds July 27 at 12 Off Rec, 22, Park row, Leeds

JARVIS, WILLIAM, Luton, Beds, Straw Hat Manufacturer July 28 at 11 Chamber of Commerce, 53, George st, Luton

JOYNSON, OWEN, High Wycombe July 27 at 12 1, St Aldate's, Oxford

KETTELL, RALPH, Bear's Paw, Warmingham, Publican July 27 at 10.30 Royal Hotel, Crewe

KEYS, HARRY, New Malden, Surrey, Schoolmaster July 27 at 11.30 24, Railway app, London Bridge

KING, HENRY, Cardiff, Baker July 30 at 11 117, St Mary st, Cardiff

LAXTON, JOHN WILLIAM, Leicester, Licensed Victualler July 27 at 12.30 Off Rec, 1, Berridge st, Leicester

LEAKE, JOHN SAMUEL, Hunslet, Leeds, Sizing Boiler Dealer July 30 at 12 Off Rec, 22, Park row, Leeds

LITHERLAND, THOMAS, Burnley, Picture Dealer July 27 at 12.30 Exchange Hotel, Nicholas st, Burnley

LUKE, DAVID, Dowlais, Glam, Fireman July 27 at 12 135, High st, Merthyr Tydfil

MARTIN, JOSEPH HENRY, Bradford, Plumber July 30 at 12 Off Rec, 31, Manor row, Bradford

MARTYN, JOSEPH KING, St Enoder, Cornwall, Farmer July 31 at 12 Off Rec, Boscawen st, Truro

MILWARD, FREDERICK, Penarth, Glam, Chemist July 30 at 3 117, St Mary st, Cardiff

MINTOFT, THOMAS JOHN, Alne, York July 31 at 12 Off Rec, 28, Stonegate, York

MORTON, RICHARD, Mansfield, Notts, Grocer July 27 at 12 Off Rec, 4, Castle pl, Park st. Nottingham

MULLINGER, JAMES, Landport, Hants, Fishmonger July 27 at 3 Off Rec, Cambridge junct, High st, Portsmouth

NOEL, ALBERT LELAND, Chelsea July 27 at 12 Bankruptcy bldgs, Carey st

NUTT, ANDREW JAMIESON, Newcastle on Tyne, Innkeeper July 27 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

PARHAM, SAMUEL, Shaftesbury, Dorsets, Baker July 28 at 12.30 Off Rec, Endless st, Salisbury

PECKOVER, JOHN, Bradford, Gold Manufacturer July 27 at 11 Off Rec, 31, Manor row, Bradford

PHILLIPS, WILLIAM LITTLE, Uldale, Cumberland, Farmer Aug 13 at 3 Off Rec, 34, Fisher st, Carlisle

PINDER, IVEY, Manchester, Yarn Agent July 27 at 2.45 Off Rec, Byrom st, Manchester

POOLE, WILLIAM, Gt Grimsby, Fisherman July 27 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ROSS, GEORGE, Idle, Bradford, General Dealer July 30 at 11 Off Rec, 31, Manor rd, Bradford

RUSSELL, JOSEPH, Hulme, Manchester, Hardware Dealer July 27 at 3 Off Rec, Byrom st, Manchester

SCALING, WILLIAM, Chorlton cum Hardy, nr Manchester, Bookkeeper July 27 at 3.30 Off Rec, Byrom st, Manchester

STANYON, JOHN THOMAS, Leicester, Carpenter July 27 at 3 Off Rec, 1, Berridge st, Leicester

STEVENSON, GEORGE, Fulham, Licensed Victualler July 30 at 12 Bankruptcy bldgs, Carey st

TAYLOR, GEORGE DUCKER, Hazey, Lincoln, Farmer July 27 at 12 Off Rec, 31, Silver st, Lincoln

THOMAS, GEORGE, Haverfordwest, Poulterer July 27 at 12 Temperance Hall, Pembroke Dock

WHITE, ALBERT EDWARD, Plymouth, Painter July 27 at 11 Off Rec. 6, Athenæum ter, Plymouth

WILLIAMS, EDWIN, Stoke upon Trent, Licensed Victualler July 30 at 11.15 Off Rec, King st, Newcastle under Lyme

WOLFE, HARRY GEORGE, Ryde, I of W, Fishmonger July 30 at 11 Off Rec, 19, Quay st, Newport, I of W

ADJUDICATIONS.

ABRAMOVITZ, PHILIP, St George's st, Cable st East, Shoe Manufacturer High Court Pet May 15 Ord July 16

AIREY, GEORGE, Ravenstonedale, Westmorland, Farmer Kendal Pet June 8 Ord July 17

ALLANSON, THOMAS, Thornaby on Tees, Moulder Stockton on Tees Pet July 16 Ord July 16

BEADELL, RICHARD EDWARD, and GEORGE SAMUEL, West Bridgford Notts, Joiners Nottingham Pet July 16 Ord July 16

BERGHOFF, HENRY, and EDWARD ROBERT MOOR, Buckingham st, Strand, Advertising Contractors High Court Pet April 26 Ord July 18

BISSMIRE, FREDERICK JOHN, Barnsbury, Licensed Victualler High Court Pet June 7 Ord July 18

BROUGH, ELIZA Church Gresley, Derby Burton on Trent Pet July 16 Ord July 16

BURT, CHARLES, Falmouth, Shipbuilder Truro Pet July 16 Ord July 16

CARTER, JOHN, Northwich, Corn Merchant Nantwich Pet July 10 Ord July 18

CHALLIS, MATTHEW JOHN, Hackney rd, Butcher High Court Pet July 16 Ord July 16
CORBBIE, HERBERT ABSCOTT, Harrow, Butcher St Albans Pet May 30 Ord July 17
COWLEY, KATE ISABEL, Upper Norwood, Fancy Draper Croydon Pet June 26 Ord July 14
CULLEN, WILLIAM ARTHUR, East Dulwich High Court Pet June 12 Ord July 18
DAISLEY, JOHN, Cambridge, Shop Assistant Cambridge Pet July 18 Ord July 18
DAVID, THOMAS, Ystradyfodwg, Glam, Collier Pontypridd Pet July 17 Ord July 17
FARROW, ARTHUR GEORGE, Stoke Newington, Carpet Warehouseman Edmonton Pet June 30 Ord July 14
FELTHAM, W E, Alresford, Hants, Tailor Winchester Pet June 22 Ord July 18
GARNER, JOSEPH SWANWICK, Portsdown rd, Maida vale High Court Pet Nov 9 Ord July 18
HAGUE, ROBERT BEARDSALL, Macclesfield, Schoolmaster Macclesfield Pet July 16 Ord July 16
HIBON, RICHARD, Leytonstone rd, Bootmaker High Court Pet July 17 Ord July 17
HOBIN, JOHN, Wilderspool, Warrington, Grocer Warrington Pet July 18 Ord July 18
KENWORTHY, JANE, Woodhouse Carr, Leeds, Grocer Leeds Pet July 18 Ord July 18
LATHAM, WILLIAM, Wheatley, Doncaster Sheffield Pet June 15 Ord July 18
LEAKE, JOHN SAMUEL, Hunslet, Leeds, Sizing Boiler Dealer Leeds Pet July 17 Ord July 17
LOVELAND, WALTER, Edgware rd, Greengrocer High Court Pet July 17 Ord July 17
MINTOFT, THOMAS JOHN, Alne, Yorks York Pet July 16 Ord July 16
MULLINGER, JAMES, Landport, Hants, Fishmonger Portsmouth Pet July 14 Ord July 14
PALLATT, ABRAHAM, Ebbw Vale, Mon, Draper Tredegar Pet July 17 Ord July 17
PHILLIPS, WILLIAM LITTLE, Uldale, Cumberland, Farmer Carlisle Pet July 16 Ord July 16
REEVE, WALTER, West Ham, Essex, General Merchant High Court Pet May 25 Ord July 18
REILLY, SAMUEL, East Stonehouse, Devon, Plumber Plymouth Pet July 17 Ord July 17
SCHOTBORGH, NICHOLAS JOHN HENRY, Finchley rd, Financier High Court Pet April 25 Ord July 16
SHEPPARD, JOHN AXTENS, Marston Magna, Somerset, Draper Yeovil Pet July 18 Ord July 18
SKELLERN, WILLIAM, Brownhills, nr Tunstall, Staffs, Grocer Hanley Pet July 18 Ord July 18
SMITH, HARRY, Nottingham, Tobacconist Nottingham Pet July 16 Ord July 16
STANYON, JOHN THOMAS, Leicester, Carpenter Leicester Pet July 16 Ord July 16
STEPHENSON, JOHN, Ryton on Tyne, Northumberland, Hosier Newcastle on Tyne Pet July 18 Ord July 18
THOMAS, LEVI JOHN, Halifax, Joiner Halifax Pet July 17 Ord July 17
THORNBOROUGH, ALBERT FLEETWOOD, Chester, Musical Instrument Dealer Chester Pet July 17 Ord July 17
TUCKER, BESSY, Cannon st High Court Pet May 26 Ord July 16
WEBB, ELIZABETH ATKINSON, Eastbourne, Spinster Lewes Pet May 28 Ord July 18
WIFFEN, CHARLES, Bournemouth, Hairdresser Poole Pet July 12 Ord July 18
WILLIAMS M, Bridgend, Glam, Draper Cardiff Pet June 19 Ord July 10
WOLFE, HARRY GEORGE, Ryde, I of W, Fishmonger Newport and Ryde Pet July 16 Ord July 16
Amended notice substituted for that published in the London Gazette of July 13:
HOPKINS, HENRY, Geneage st, Spitalfields, Milk Dealer High Court Pet May 26 Ord July 9

ADJUDICATION ANNULLED.

HODSON, JOHN, Shirley, Southampton, Jobmaster Southampton Adjud Nov 15, 1899 Annul July 10

London Gazette.—TUESDAY, July 24.

RECEIVING ORDERS.

ALLIX, Col NOEL, Thatched House Club, St James's High Court Pet March 28 Ord May 22
ARNALL, ALFRED, Old Leake, Lincs, Innkeeper Boston Pet July 21 Ord July 21
ATCHISON, JAMES Chatham, Pewterer Rochester Pet July 18 Ord July 18
BACKHOUSE, JOSEPH, Gilsland, Northumberland, Joiner Carlisle Pet July 21 Ord July 21
BLAKE, JAMES, Shooter's Hill, Kent Greenwich Pet July 19 Ord July 19
BLAKELOCK, GEORGE JAMES, South Shields, Furniture Packer Newcastle on Tyne Pet July 20 Ord July 20
BOTTRELL, WILLIAM HOWARD, Penzance, Builder Truro Pet July 18 Ord July 18
CARR, JOHN, Goole, York Wakefield Pet July 19 Ord July 19
CLIFFE, JESSE, Shipley, Yorks Bradford Pet July 6 Ord July 20
DILKE, EMMA GEORGINA, Eaton ter High Court Pet July 4 Ord July 20
ELLISSEN PHILIP, Shaftesbury av High Court Pet May 4 Ord July 18
FITZWILLIAM, the Hon WILLIAM REGINALD WENTWORTH, Grosvenor sq High Court Pet March 16 Ord July 20
FOSTER, MATTHEW, Hitchin, Herts, Builder Luton Pet July 19 Ord July 19
GAYE, ROBERT EDWARD, Skeyton, Norfolk Norwich Pet July 20 Ord July 20
GOADBY, JAMES FREDERICK Poole, Dorset, Printer Poole Pet July 20 Ord July 20
HANSON, THOMAS, Bingley, Yorks, Paper Merchant Bradford Pet July 20 Ord July 20
HARRIS, GEORGE WILLIAM, Sheffield, Provision Merchant Sheffield Ord July 21 Ord July 21
HELLIS, MARK MEDCALF, Kingston, Surrey, Grocer Kingston, Surrey Pet July 21 Ord July 21
HOLDSWORTH, SARAH ANN, Cannon st High Court Pet June 19 Ord July 20
HUTCHINGS, THOMAS, Ystalyfera, Glam, Tinworker Neath Pet July 21 Ord July 21
HUTCHINS, JANE ANN SANDERS, Teignmouth, Lodging house Keeper Exeter Pet July 19 Ord July 20
LATHAM, JOHN THOMAS, Tadcaster, Tobacconist York Pet July 20 Ord July 20
MICHEL, ADRIAN, Hatton gdn, Working Jeweller High Court Pet July 21 Ord July 21
MORRISON, RALPH THOMAS, Newcastle on Tyne, Builder's Merchant Newcastle on Tyne Pet July 20 Ord July 20
NASH, DAVID HENRY, jun, Fernhead rd, Paddington, Plasterer High Court Pet July 20 Ord July 20
OATES, RICHARD, Ovenden, nr Halifax, Butcher Halifax Pet July 19 Ord July 19
POOL, JANE, Southsea Portsmouth Pet July 20 Ord July 20
PUTTNAM, FRANK, and WILLIAM CHARLES PUTTNAM, Northampton, Fishmongers Northampton Pet July 21 Ord July 21
RICHARDSON, CHARLES LUKE, Leeds, Wardrobe Dealer Leeds Pet July 20 Ord July 20
RUSHTON, H H, Basinghall st, Mortgage Broker High Court Pet May 9 Ord June 25
SHARP, HENRY CLAY, Kentish Town, Hotel Proprietor Brighton Pet July 5 Ord July 19
T N SINGH & Co, St Mary axe, East India Merchants High Court Pet May 19 Ord July 19
STEAD, HOLMES, Llanelly High Court Pet June 21 Ord July 19
STUDMAN, WILLIAM CHARLES, Birmingham, Tobacconist Birmingham Pet July 19 Ord July 19
THOMSON, WALLACE GALBY, Selby, York, Manufacturer York Pet July 7 Ord July 19
TOZER, HENRY THOMAS, Exmouth, Innkeeper, Exeter Pet July 19 Ord July 19
VAN HUMBEECK, ARTHUR, Fulham rd, Hairdresser High Court Pet July 19 Ord July 19
VAUGHAN, FREDERICK LEWIS, Seville st, Knightsbridge High Court Pet March 8 Ord April 26
WARNER, WILLIAM EDWARD, Uttoxeter, Staffs, Cabinet Maker Burton on Trent Pet July 20 Ord July 20
WHITE, EDWARD, Burnley, Greengrocer Burnley Pet July 20 Ord July 20
WILLIAM ILES, SON, & Co, Camberwell, Slate Merchants High Court Pet July 3 Ord July 20
WYATT, JOHN HENRY, Birch Vale, Derby, Provision Dealer Stockport Pet July 19 Ord July 19

FIRST MEETINGS.

ATCHISON, JAMES, Chatham, Pewterer Aug 1 at 11 115, High st, Rochester
BARRATT, FREDERICK ARTHUR, Birmingham, Grocer Aug 3 at 11 174, Corporation st, Birmingham
BILLINGS, WALTER HERBERT, Bristol, Watchmaker Aug 1 at 12 Off Rec. Baldwin st, Bristol
BILLSON, EBER, Wellingborough, Cycle Agent July 31 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton
BOTTRELL, WILLIAM HOWARD, Penzance, Builder Aug 2 at 12 Off Rec, Boscawen st, Truro
BRADSHAW, FRANK WILTON, Blackpool, Builder's Merchant Aug 3 at 2.30 Off Rec, 14, Chapel st, Preston
CARR, JOHN, Goole, York Aug 2 at 10 Off Rec, 6, Bond ter, Wakefield
DILKE, EMMA GEORGINA, Eaton ter Aug 3 at 12 Bankruptcy bldgs, Carey st
ELLISSEN, PHILIP, Shaftesbury av Aug 2 at 12 Bankruptcy bldgs, Carey st
FELTHAM, WILLIAM ERNEST, Alresford, Hants, Tailor Aug 1 at 3.15 Off Rec, 172, High st, Southampton
FISHER, DAVID, Blackpool, Boot Dealer Aug 3 at 3.15 Off Rec, 14 Chapel st, Preston
FOSTER, ANNIE, Seacombe, Cheshire Aug 1 at 12 Off Rec, 35, Victoria st, Liverpool
FOSTER, WILLIAM, Gedney Hill, Lincoln, Blacksmith Aug 16 at 11 Court house, King's Lynn
GAYE, ROBERT EDWARD, Skeyton, Norfolk Aug 4 at 12 Off Rec, 8, King st, Norwich
GLOVER, JOHN VINCENT, Liverpool, Pawnbroker Aug 1 at 2 Off Rec, 35, Victoria st, Liverpool
GREEN, FREDERICK, Kenilworth, Bone Dealer July 31 at 12 Off Rec, 17, Hertford st, Coventry
HAGUE, ROBERT BEARDSALL, Macclesfield, Cheshire, Schoolmaster July 31 at 12.30 Off Rec, 23, King Edward st, Macclesfield
HIBON, RICHARD, Stratford, Bootmaker July 31 at 12 Bankruptcy bldgs, Carey st
HOBIN, JOHN, Warrington, Grocer Aug 1 at 3.30 Off Rec, Byrom st, Manchester
HUTCHINS, JANE ANN SANDERS, Teignmouth Aug 9 at 10.45 Off Rec, 13, Bedford circus, Exeter
JULIAN, EDWARD WORRALL, Stockton Heath, Cheshire, Ironmonger Aug 2 at 2.30 Off Rec, Byrom st, Manchester
KEELER, ARTHUR JOHN, New Eltham, Kent, Builder July 31 at 11.30 24, Railway app, London Bridge
KENYON, EDMUND WALTER, and JOHN BUTLER THORNLEY, Nottingham, Cycle Agents July 31 at 11 Off Rec 4, Castle pl, Park st, Nottingham
LATHAM, JOHN THOMAS, Tadcaster, York, Tobbacconist Aug 2 at 12.15 Off Rec, 28, Stonegate, York
LOVELAND, WALTER, Edgware rd, Greengrocer Aug 1 at 2.30 Bankruptcy bldgs Carey st
MILLER, LOUISE SOPHIA KEELING, Abergavenny, Mon, Confectioner July 31 at 12 135, High st, Merthyr Tydfil
MORTON, EDWARD CAVENDISH, Old Broad st, Financial Agent Aug 1 at 11 Bankruptcy bldgs, Carey st
MOSLIN, SETH, Chelsea, Estate Agent Aug 1 at 12 Bankruptcy bldgs, Carey st
NELLER, F, Wimbledon, Stationer July 31 at 12.30 24, Railway app, London Bridge
NELSON, ARTHUR, Liverpool, Provision Merchant Aug 1 at 12 30 Off Rec, 35, Victoria st, Liverpool
NEWMAN, DAVID CHARLES, Uttoxeter, Carter July 31 at 4 Off Rec, 47 Full st, Derby
OATES, RICHARD, Ovenden, nr Halifax, Butcher Aug 1 at 2.30 Off Rec, Townhall chmbrs, Halifax
PALLATT, ABRAHAM, Ebbw Vale, Mon, Draper Aug 1 at 12 135, High st Merthyr Tydfil
SMITH, HARRY, Nottingham, Tobacconist July 31 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
SMITH, CHARLES HOLLWAY, Workscp, Manufacturing Chemist Aug 2 at 12 Off Rec, Figtree ln, Sheffield
STEPHENSON, JOHN, Ryton on Tyne, Hosier July 31 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
STILLMAN, JOHN, Cardiff, Painter Aug 3 at 10 117, St Mary st, Cardiff
SWALES, ELIAS, Darlington, Clerk Aug 8 at 3 Off Rec, 8, Albert rd, Middlesbrough
TALBOT, WILLIAM GEORGE, Higher Broughton, nr Manchester, Printer Aug 1 at 2.30 Off Rec, Byrom st, Manchester
THOMAS, BENJAMIN, Fleetwood, Lancs, Master Mariner Aug 3 at 3.45 Off Rec, 14, Chapel st, Preston
THOMAS, LEVI JOHN, Wheatley, Halifax, Joiner Aug 1 at 3 Off Rec, Townhall chmbrs, Halifax
THOMSON, WALLACE GALBY, Selby, York, Manufacturer Aug 2 at 11 15 Off Rec, 28, Stonegate, York
TOMLINSON, JOHN, Gt Eccleston, Lancs, Builder Aug 3 at 1 Off Rec, 14, Chapel st, Preston
TOMLINSON, WILLIAM EDWARD, CHARLES NUTTALL TOMLINSON, and JOHN HAROLD TOMLINSON, Liverpool, West African Merchants Aug 1 at 3 Off Rec, 35, Victoria st, Liverpool
TOZER, HENRY THOMAS, Exmouth, Innkeeper Aug 1 at 10.30 Off Rec, 13, Bedford circus, Exeter
TUCKER JAMES, Cardiff, Flour Merchant Aug 1 at 12 117, St Mary st, Cardiff
WIFFEN, CHARLES, Bournemouth, Hairdresser July 31 at 12 30 Off Rec, Endless st, Salisbury

ADJUDICATIONS.

ARNALL, ALFRED, Old Leake, Lincs, Innkeeper Boston Pet July 21 Ord July 21
ATCHINSON, JAMES, Chatham, Pewterer Rochester Pet July 18 Ord July 18
BACKHOUSE, JOSEPH, Gilsland, Northumberland, Joiner Carlisle Pet July 21 Ord July 21
BILLINGS, WALTER HERBERT, Bristol, Watchmaker Bristol Pet July 16 Ord July 21
BLAKE, JAMES, Shooter's Hill, Kent, Superintendent Greenwich Pet July 19 Ord July 19
BLAKELOCK, GEORGE JAMES, South Shields, Furniture Packer Newcastle on Tyne Pet July 20 Ord July 20
BOTTRELL, WILLIAM HOWARD, Penzance, Builder Truro Pet July 18 Ord July 18
BROWN, FRANK EDWARDS, Birmingham Birmingham Pet June 22 Ord July 19
CARR, JOHN, Goole, York Wakefield Pet July 19 Ord July 19
CAVE, EDWARD ATHELSTAN, Finchley, Estate Agent High Court Pet June 28 Ord July 21
BOBHAM, ROBERT, Farndon, Notts, Shopkeeper Nottingham Pet June 29 Ord July 18
GAYE, ROBERT EDWARD, Skeyton, Norfolk Norwich Pet July 20 Ord July 20
GOADBY, JAMES FREDERICK, Poole, Dorset, Printer Poole Pet July 20 Ord July 20
GOULD, JOHN WOOLDRIDGE, Newport, I W, Grocer Newport Pet July 7 Ord July 19
HANSON, THOMAS, Bingley, Yorks, Paper Merchant Bradford Pet July 20 Ord July 20
HARRIS, GEORGE WILLIAM, Sheffield, Provision Merchant Sheffield Pet July 21 Ord July 21
HUTCHINGS, THOMAS, Ystalyfera, Glam, Tinworker Neath Pet July 21 Ord July 21
HUTCHINS, JANE ANN SANDERS, Teignmouth, Lodging house Keeper Exeter Pet July 19 Ord July 20
KEELER, ARTHUR JOHN, New Eltham, Kent, Builder Greenwich Pet July 14 Ord July 20
LATHAM, JOHN THOMAS, Tadcaster, Tobacconist York Pet July 20 Ord July 20
MICHEL, ADRIEN, Hatton gdn, Working Jeweller High Court Pet July 21 Ord July 21
MORTON, EDWARD CAVENDISH Old Broad st, Financial agent High Court Pet June 7 Ord July 20
MOSLIN, SETH, Chelsea, Estate Agent High Court Pet June 28 Ord July 20
NASH, DAVID HENRY, jun, Fernhead rd, Paddington, Plasterer High Court Pet July 20 Ord July 20
NELLER, F, Wimbledon, Stationer Kingston, Surrey Pet June 8 Ord July 20
NOEL, ALBERT LELAND, Chelsea High Court Pet June 22 Ord July 19
OATES, RICHARD, Ovenden, nr Halifax, Butcher Halifax Pet July 19 Ord July 19
PARHAM, SAMUEL, Shaftesbury, Dorset, Baker Salisbury Pet July 3 Ord July 18
POOL, JANE, Southsea Portsmouth Pet July 20 Ord July 20
PUTTNAM, FRANK, and WILLIAM CHARLES PUTTNAM, Northampton, Fishmongers Northampton Pet July 21 Ord July 21
RAYDEN, ARTHUR ROBINSON, Copthall court High Court Pet June 15 Ord July 18
RICHARDSON, CHARLES LUKE, Leeds, Wardrobe Dealer Leeds Pet July 20 Ord July 20
SANDWELL, WILLIAM DANTON, Harringay, Engineer High Court Pet April 5 Ord July 19
SCANELL, ALFRED WILLIAM, and WILLIAM ARCHER STAMMERS, Smethwick, Stafford, Builders Birmingham Pet July 13 Ord July 20
SHARP, HENRY CLAY, Kentish Town, Hotel Proprietor Brighton Pet July 5 Ord July 21
STUDMAN, WILLIAM CHARLES, Birmingham, Tobacconist Birmingham Pet July 19 Ord July 20
TEMPLE, JOHN HENRY, Kingston upon Hull, Chemist Kingston upon Hull Pet July 3 Ord July 19
TIBBITTS, ISAAC, Birmingham, Fruiterer Birmingham Pet July 17 Ord July 20
TOZER, HENRY THOMAS, Exmouth, Innkeeper Exeter Pet July 19 Ord July 19
TRIMM, FREDERICK, Walthamstow, Builder High Court Pet March 20 Ord July 19
TUCKER, JAMES, Cardiff, Flour Merchant Cardiff Pet June 22 Ord July 19
WARNER, WILLIAM EDWARD, Uttoxeter, Staffs, Cabinet Maker Burton on Trent Pet July 20 Ord July 20
WHITE, EDWARD, Burnley, Lancs, Greengrocer Burnley Pet July 20 Ord July 20
WYATT, JOHN HENRY, Birch Vale, Derbys, Provision Dealer Stockport Pet July 19 Ord July 19